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Vol. II

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1932

No. 504

APPALACHIAN COALS, INCORPORATED, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF VIRGINIA

FILED NOVEMBER 10, 1932

(37,201)

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VOL. II.

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[fol. 984] RIDER A

Plan of Organization of Smokeless Coal Corporation Approved at the Washington Meeting of Southern Smokeless Coal Producers January 19, 1932

Printed and distributed to operators for immediate attention and consideration and for action thereon at the meeting called for Washington, D. C.

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[fol. 986] Instructions to Producers

Appointing Smokeless Coal Corporation as Their Selling Agent

Read all papers carefully.

2. Hold a Directors' meeting forthwith and adopt a resolution authorizing the Sales Agency Agreement with Smokeless Coal Corporation and Stock Subscription Agreement. A suggested form of resolution for this purpose is printed at Page 37 of the pamphlet. Be sure in the resolution to designate the names of the persons authorized to countersign the Sales Agency Agreement and the Stock Subscription Agreement. It is desirable that more than one person be so authorized.

3. Prepare carefully the information called for in Exhibits A and B attached to the Sales Agency Agreement. Be sure to fill in and attach these Exhibits as they are essential parts of the contract. Fill in all blanks in the body of the Sales Agency Agreement and in the Stock Subscription Agreement, but before filling in the blanks be certain that you understand exactly the matter to be filled in.

4. Immediately upon execution forward the following papers to Mr. W. D. Ord, c/o National Coal Association, Southern Building, Washington, D. C.

(a) Sales Agency Agreement executed in duplicate by your company.

(b) Stock Subscription Agreement executed in duplicate by your company.

(c) Certified copy of resolution of your Board of Directors authorizing Sales Agency Agreement and Stock Subscription Agreement, certified to by your Secretary under seal of your company.

The Sales Agency Agreement and the Stock Subscription Agreement will not be delivered by Mr. Ord until countersigned by your representative thereunto authorized. It is *important* that these papers be forwarded *prior to* the date of the general meeting in Washington, in order that the agreements may be examined as to form and execution and data therefrom assembled and compiled.

5. Send your authorized representative or representatives to the general meeting in Washington on February.

Basis of Subscriptions

1. Common stock—$1.00 par: 1 share for each producer, and in addition 1 share for each 100,000 tons of "annual production capacity" or major fraction thereof over 100,000 tons. For example, a company having an "annual production capacity" of 275,000 tons will subscribe 3 shares, and a company having an "annual production capacity" of 245,000 tons will subscribe 2 shares. This subscription is payable on acceptance of the subscription.

2. Preferred stock—$100.00 par: based on "annual production capacity" and whether or not you expect to appoint a sub-agent. Examples:

(a) If you expect not to appoint a sub-agent, you will subscribe for 1 share of preferred stock for each 800 net tons or major fraction thereof of your "annual production capacity."

(b) If you expect to appoint a sub-agent, you will subscribe for 1 share of preferred stock for each 8,000 net tons or major fraction thereof of your "annual production capacity."

Preferred stock shall be paid for as follows: 20% of the price thereof shall be paid to Smokeless Coal Corporation on acceptance of the subscription and the balance thereof shall be payabe in installments of not more than 20% each as called by the Board of Directors but at not less than thirty day intervals.

The "annual production capacity" as used above means the annual production capacity as determined in the second paragraph of "fourth" of the Sales Agency Agreement.

[fol. 987] Introduction

At the New York conference of bituminous operators, called by the National Coal Association and held on December 3, 1931, a definite regional sales agency plan was formulated and submitted to the industry. The National Coal Association published and distributed a pamphlet en-

titled "The Regional Sales Agency Plan," containing the results of the conference, the opinion of Colonel William J. Donovan as to the legality of the plan under the Federal Anti-Trust Laws, and forms of contracts between individual producers and the regional sales agency and between the regional sales agency and sub-agents.

Following the New York conference, the southern smokeless coal operators of West Virginia and Virginia began the consideration of the plan recommended by that conference, for the purpose of adapting the same to their particular situation. That work continued through several weeks, and resulted in a general meeting of said operators at Washington, on January 19, 1932. This pamphlet sets out what has been accomplished to date with respect to this matter.

A charter for a selling agency to sell southern smokeless coal, in the name of "Smokeless Coal Corporation," has been obtained. Forms of contracts to be entered into by said corporation and producers of said smokeless coal and by said corporation and its sub-agents and a form of subscription contract for stock in said corporation were approved by the Washington meeting. The said charter, tentative by-laws for the corporation, said forms of contracts and of said stock subscription contract, are included in this pamphlet. This pamphlet is submitted to the operators in order that each company may promptly take definite action on this plan and the execution of the contracts.

These papers will be submitted to Colonel Donovan and his approval of this plan will be obtained in the form of a written opinion.

By the Committee.

January 27, 1932.

[fol. 988] General Statement

To the Producers of Southern Smokeless Coal:

This statement is made, and this pamphlet is submitted, to you in order to advise you definitely as to the facts leading up to the present movement to establish a general sales agency for the sale of your coal and as to the present status of that movement. You are, therefore, earnestly requested to read and consider carefully this statement and the papers herewith submitted.

The general depressed and unsatisfactory condition of the bituminous coal industry is too well known to need lengthy elaboration, but some of the salient facts must be here called to your attention.

Less bituminous coal was produced in 1931 than in any other year since 1909. The production in 1909 was 379 million tons, while in 1931 it was approximately 376 million tons. For many years following 1909 there was a consistent increase in the production of bituminous coal so that in 1929 the production was 534 million tons. In 1930 the production dropped to 467 million tons and the average for the years 1920 to 1930, inclusive, was 506 million tons. It will thus be seen that this great industry, producing one of the essentials of life, has now dropped approximately 26 per cent below the ten-year average. Even with a comparatively high production in 1929 and 1930, the bituminous coal industry did not participate with most other industries in the high prices of those years. Financially, the position of the bitumnious coal industry has been gradually growing worse since 1920. These vital facts do not affect this industry alone, in which the investment amounts to approximately Four Billion Dollars and which employed in 1927 over 700,000 men and provided directly and indirectly for the support of more people than any other industry except agriculture, but it has necessarily affected both the general prosperity of the country and the interests of the people as a whole.

The average selling price of bituminous coal, at the mines, has dropped more than 50 per cent within the last few years and is now below the pre-war level. At the same time reduced production has lessened employment and reduced wages. Employees and their dependents are suffering along with the owners of coal properties.

Not only those directly employed in the coal industry and those directly dependent upon them have been hurt, but all the activities of local communities where coal mines are located have suffered along with them. Many mines have been closed and there have been many failures and bankruptcies. As a result of these conditions all other lines of business have been affected, banks have failed, factories have closed and merchandising is at a standstill. In turn, taxable values have fallen so low that State, County and Municipal revenues have been reduced to such an extent

that schools and other public institutions, dependent upon tax revenues, are either being closed or their activities curtailed.

It is known by you and by all other citizens of the country that these conditions in the coal industry have been a matter of grave concern to public officials, including several Presidents, the Congress of the United States, the Governors and Legislatures of coal producing states and County officials, as well as bankers and other business men. This situation was regarded of such importance that the Federal Government spent several hundred thousand dollars in having a complete report made by the United States Coal Commission for the purpose of ascertaining, if possible, the underlying causes for the depression in the coal business and to find a remedy therefor. The Coal Commission made an elaborate report of the facts as they then found them to be and reached the conclusion that "The Commmission realizes that the largest opportunity and the largest responsibility for putting the coal industry in order lie with the industry itself." It also said, "Not through govern-[fol. 989] mental coercion but through enlightened self interest of producers and consumers, is the real remedy to be sought. The coal industry can reform itself from within." This report was made in 1923. Since that time there has been no improvement and no definite plan of a constructive nature was undertaken until the present movement was begun in October, 1931.

It was in view of the conditions and in accord with the recommendations of the Coal Commission and with the recommendations of many other public officials, that a meeting of the leaders of the bituminous coal industry was held in New York City in October, 1931, and worked out and recommended to the bituminous coal producers in the United States, generally, that they form and set up regional sales agencies in the various coal producing districts for the purpose of stabilizing the industry in the interest of the people employed and engaged therein, both owners and workers, as well as in the interest of the nation as a whole.

The legal questions which arose were submitted to Colonel Wm. J. Donovan, of New York City, formerly Assistant Attorney General of the United States, and Mr. E. L. Greever, of Tazewell, Virginia, with the request for an opinion as to the legality of a plan establishing regional sales agencies in

order to bring about a more consistent, reasonable and economic system and method of selling and marketing bituminous coal and at the same time protect the laborer and the consuming public.

Colonel Donovan gave a written opinion in which he stated his conclusion that he saw no legal objections to the establishment of such sales agencies. That legal opinion has been published in a pamphlet issued by the National Coal Association, entitled "Regional Sales Agency Plan." This pamphlet has been widely distributed and copies are available from the National Coal Association for any who desire them.

The plan provides for the formation of corporations to be organized in the principal competitive fields, to act as general selling agents for as many producers in such fields as desire to entrust their sales to them.

Following the issuance of the above mentioned pamphlet, this question was taken up by special committees in various coal producing districts where it is now under discussion and plans for establishing regional sales agencies are now in various stages of development.

Along with the other bituminous coal producing districts just mentioned, the operators in the smokeless coal fields of West Virginia and Virginia have considered a plan for the establishment of a regional sales agency to sell their coal. The movement reached its culmination in a meeting at Washington on January 19th. At this meeting there was submitted a complete plan for the establishment of such an agency, which plan is embodied in the papers herewith submitted to you. After full discussion of all the matters set out in these papers, the meeting of operators adopted the plan in principle and directed that the accompanying papers be submitted to each individual producer of smokeless coal in the region mentioned. At the Washington meeting a Committee was appointed to work out the necessary details in the establishment of such a sales agency. Accordingly it has,

(1) Prepared a Charter for a sales company.
(2) Prepared By-Laws for a sales company.
(3) Prepared blanks for subscription for stock.
(4) Prepared for execution a contract adopted at said meeting to be entered into by said company and individual producers.

(5) Prepared for execution a contract to be entered into between the said company and its Sub-Agents.

[fol. 990] (6) Prepared a statement of rights of preferred stockholders, to be recommended to the Board of Directors.

Copies of all the foregoing papers are attached hereto and submitted herewith.

The coal field contemplated in this matter is known as the smokeless coal field of southern West Virginia and Virginia and it is made up of certain small districts known locally as Pocahontas, Tug River, New River and Winding Gulf.

A resolution was adopted by said meeting on January 19th providing that the sales agency corporation should be organized with a Board of Directors of fifteen members and that the producers in each of the above mentioned local districts should be represented by not less than three directors.

The smokeless coal herein referred to is the low volatile coal produced in the territory above described and is similar to the smokeless coal produced in Central Pennsylvania, with which in general it comes in direct competition. It differs in some respects from the high volatile coals produced in West Virginia and other fields, but for many purposes both are used. This is particularly true with respect to the production of steam and in the domestic trade. The result is that, speaking generally, smokeless coal is in direct and actual competition with other coals in all markets where it is sold.

At present the great number of agencies selling this coal causes duplication of sales effort and unnecessary expense. Again, under the present sales situation there is not sufficient opportunity for research and not sufficient capital to finance proper efforts to broaden the market, so this coal is being sold without proper information as to its cost of production and distribution and the cost of production and distribution of other coals with which it competes. For these reasons, existing competition cannot be properly called intelligent. The competition that exists among the producers of smokeless coal themselves, as well as that between them and the producers of other coals, is not competition based upon knowledge of facts and a consequent conception of what can reasonably be done in the competitive

market on a sound business basis, but is a competition that blindly cuts prices, without regard to cost and without regard to the value of the product.

One of the most serious results of this kind of competition is that consumers of industrial coals, competing with each other, have no assurance that they will be able at any time to buy coal, always a material part of the cost of production of manufacturing and industrial concerns, at a price comparable to that paid by their competitors. Likewise retail dealers distributing coals are unable to know whether or not the prices at which coal is being offered them from day to day are prices at which they can safely store coal to supply their domestic customers; consequently, domestic users never know when they are paying proper prices for their coal. Since domestic customers buy the prepared sizes and industrial consumers buy the resultant steam sizes, it can easily be seen that an unstable market for industrial coal reacts harmfully on domestic consumers. For these reasons the buyers of coal, as well as the sellers, are demoralized and reasonable competition is destroyed among both producers and consumers.

It is not expected that the general sales agency plan will eliminate competition, or even lessen proper competition, but the adoption of the plan will be at least a step towards placing the sale of coal upon a fair competitive basis.

It will be the purpose of the general sales agency to make competitive prices with all other coals with which it comes in competition in the markets, with a view of maintaining and, if possible, increasing the proportion of coal going from this region to the general consuming markets.

[fol. 991] Attention is called to the wide extent of territory in which this smokeless coal is sold and also to the character of the competition which it meets. It is sold in New England and all along the Atlantic Seaboard from Hampton Roads north to Maine and in the interior from western New York to the Dakotas and Nebraska. In all these sections, for domestic uses, it comes in direct competition with all other coals—both bituminous and anthracite —and also with oil and gas, and with electricity produced by water power. Likewise, in the same territory, for commercial uses, it competes with all other bituminous coal, with oil and gas and with electricity. For some purposes, for example the making of coke in by-product ovens, smoke-

less coal is used in combination with high volatile coals in varying percentages depending upon competitive conditions.

Another important factor in the competitive situation is the fact that in order to reach any part of the great consuming territory from western New York to the Dakotas and Nebraska, southern smokeless coal operators must in almost every instance pay a higher freight rate than is paid on any coal with which they compete. That freight rate disadvantage varies from ten cents a ton with respect to the high volatile coal fields of West Virginia, to fifty cents a ton, and in some instances one dollar and a half a ton or more, with respect to other competing coal fields. This freight rate disadvantage, under the keen competitive conditions existing, must be absorbed by the producer of this smokeless coal. The cost of the coal delivered controls the purchase by the consumer and for this reason, this freight rate handicap has always been and is now a material element in the sale of southern smokeless coal.

Substantially more than one-half of the smokeless coal produced in these districts goes into the consuming territory north of the Ohio River above referred to. The local consumption of smokeless coal is negligible. By far the larger part of the output of this producing territory which is shipped east is at a transportation cost higher than that of competing coals. In some instances southern smokeless coal has a slight advantage in transportation cost; for instance it has freight rate advantage of ten cents a ton over high volatile coals of West Virginia.

The conclusion is that the establishment of the proposed sales agency will operate to the benefit of all connected with the industry, owners and workers, the communities in which the mines are located, the consumers of coal for whatsoever purpose they may use it and to the public generally.

Producers of by far the larger part of the coal produced in this region were present at the meeting in Washington on January 19th and voted to recommend to the producing companies that they take immediate steps to present this matter to their directors, with the further recommendation that they join in the organization of the proposed sales agency and execute the agency contract attached hereto.

The success or failure of this plan is in the hands of the coal producers; no producer can evade his responsibility or shift it to his neighbor. The question for each pro-

ducer to decide is whether or not he will unite with other producers for the purpose of promoting his own interest and of improving the condition of the industry as a whole.

This plan is not proposed by any one individual but is the result of the composite thought and cooperative efforts of the best minds in the industry, after weeks given to its consideration. No man should lightly withhold his assent and support. He may disagree on particular points but he should not allow such disagreements to prevent him from giving his wholehearted support to the plan. The only alternative is a continuation of the present intolerable conditions. Each producer should act in the realization that his own unfavorable action may defeat the adoption of the plan in the southern smokeless fields.

[fol. 992] Certificate of Incorporation of Smokeless Coal Corporation

First. The name of the corporation is Smokeless Coal Corporation.

Second. Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

Third. The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To mine coal on its own or leased premises; to buy and/or sell coal, as principal, in its own name and for itself, and/or as agent for others, for commissions or other remuneration; to buy or sell coal lands, mineral lands, mining rights; to purchase, own, sell and develop, lease, work and operate, coal mines, coal lands, mineral lands, mining rights and coal property; to own and/or lease and operate coal yards, depots, and docks, and to engage in and to conduct a general merchandising business; to carry on the businesses of coal mining and merchandising in all of their branches, and to manufacture and sell coke and its by-products.

To institute, prosecute and develop research work for the purpose of increasing and broadening the use of coal and coal products, and to advertise the same.

To take, acquire, buy, hold, own, manage, finance, work, develop, sell, convey, rent, lease, mortgage, exchange, improve, and otherwise operate and deal in and dispose of real estate and buildings, or any interest or rights therein, without limit as to amount; to erect, construct and alter buildings and other structures; to make and enter into any and all manner and kind of contracts, agreements and obligations by or with any person or persons, corporation or corporations, and with or by this corporation, for the erection, construction, equipment, improvement, working, development, leasing, renting, repairing, management or control of any building and edifice of any kind whatsoever.

To conduct and carry on the business of builders and contractors for the purpose of building, erecting, altering, repairing or doing any other work in connection with any and all classes of building and improvements of whatever kind and nature, including the building, rebuilding, alteration and repair of houses, factories, works and erections and the building and repair of bridges, and to buy and sell and deal in roofing materials, building materials, including paints and oils, steel and iron and glass, and to do and perform any and all works as builders and contractors, and with that end in view to solicit, obtain, make and perform contracts covering the building and contracting business.

To acquire by purchase, subscription, contract or otherwise, to hold for investment or otherwise, to sell, exchange, pledge or otherwise dispose of, or turn to account or realize upon, and generally to deal in and with stocks, bonds and other evidences of indebtedness, and any and all other securities issued or created by corporations, associations, partnerships, firms, trustees, syndicates, individuals, governments, states, municipalities or other political or gov- [fol. 993] ernmental divisions or subdivisions, or by any combinations, organizations or entities whatsoever, or issued or created by others, irrespective of the form or the name by which they may be described, and all trust, participation and other certificates of, and receipts evidencing, interest in any such securities and any and all personal property of every kind and description and wheresoever situated.

To borrow money and to issue bonds, debentures, notes or other obligations or securities of the corporation from

time to time for any of the objects or purposes of the corporation, and to secure the same by mortgage, lien, pledge, deed of trust or otherwise. To loan money, and to act as agent or factor for any person, partnership, or corporation.

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation, and to become surety and/or guarantor on the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To organize and conduct a credit bureau, or bureaus, and to exchange credit information with others.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony, or Country. [fol. 994] To do any and/or all the things authorized to be done, through and by agents, and, where the corporation is itself acting as agent, to name, designate, and appoint sub-agents to act for it and in its stead, in the performance and doing of any of the things it is authorized to do as agent.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in the certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

Fourth. The total number of shares of stock which the corporation shall have authority to issue is Eight Thousand Five Hundred (8,500), of which shares One Thousand (1,000) shall be Common Stock of a par value of One Dollar ($1.00) each and Seven Thousand Five Hundred (7,500) shares shall be Preferred Stock of a par value of One Hundred Dollars ($100.00) each. The voting power for all

corporate purposes shall be vested in the Common Stock exclusively, and each share shall be entitled to one (1) vote. The preferred stock shall be entitled to a cummulative dividend at the rate of seven per cent. (7%) per annum payable first on December 31, 1932, and thereafter on June 30 and December 31 of each year, and shall be redeemable at par plus accumulated and unpaid dividends on June 30, 1933, or any dividend day thereafter, in such amounts and in such manner as the Board of Directors shall determine. In case of liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, and after payment of all the debts of the corporation, the assets of the corporation shall first be applied to the payment of the preferred stock at par, plus an amount equal to arrearages of dividends, and the remainder shall be distributed among the holders of the common stock, share and share alike. Authority is hereby expressly granted to the Board of Directors, by resolution or resolutions, to determine the additional powers, preferences, and rights and the qualifications, limitotians, or restrictions thereof not in conflict with the provisions of this paragraph or in derogation of the rights of common stock as herein set out, pertaining to the Preferred Stock, and subject to which the same shall be issued.

The By-laws of the corporation, or the Board of Directors by resolution, may in the issuance of Common stock reserve to the corporation the option to repurchase such stock at its book value upon such contingency or contingencies as may be therein set out; provided, however, that no such option shall extend for a period of more than twenty (20) years from the date of original issuance of such stock. The By-laws, or the Board of Directors by resolution, may further provide for the protection of the said option or options by prohibiting the transfer on the books of the corporation of any share or shares or certificate or certificates representing the same unless the holder or holders thereof shall have first offered the same to the corporation in accordance with the option agreement. If the exercise of such option or options by the corporation would at the time it shall have the right to exercise the same operate to impair its capital, the corporation may assign the option or options to any other record holder or

holders of Common Stock selected by the Board of Directors. Any option so reserved by the corporation shall be printed on the face or reverse side of the certificate representing the shares subject thereto.

Fifth. The amount of capital with which the corporation will commence business is One Thousand Dollars ($1,000.00).

[fol. 995] Sixth. The names and places of residence of the incorporators are as follows:

Names	Residences
C. S. Peables	Wilmington, Delaware.
L. E. Gray	Wilmington, Delaware.
L. H. Herman	Wilmington, Delaware.

Seventh. The corporation is to have perpetual existence.

Eighth. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

Ninth. The property and business of this corporation shall be managed by its Board of Directors, not less than five (5) and not more than twenty (20) in number. They shall be elected by the stockholders at the annual meeting of the stockholders, and each director shall be elected for the term of one year, and until his successor shall be elected and shall qualify.

Tenth. In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make and alter the By-laws of the corporation, except where and to the extent the By-laws themselves shall provide otherwise.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose, or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole board to designate one or more Committees, each

committee to consist of five or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions, or in the by-laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors. The Board shall also have the right to create such other committees as it may deem proper.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority to sell, lease, or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions, and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, and any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

[fol. 996] The corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

Eleventh. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 3883 of the Revised Code of 1915 of said State, or on the application of trustees in

dissolution, or of any receiver or receivers appointed for this corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors, or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

Twelfth. Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware, and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the Board of Directors.

Thirteenth. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Fourteenth. No holder of any class of stock shall have the preemptive right to subscribe to, or to purchase, any additional stock of the corporation of any or all classes whether herein or hereafter authorized.

Fifteenth. The By-laws may provide for the division of the common shareholders into regional groups to be therein defined but not to exceed four (4) in number and for the election under such rules and regulations as may be prescribed in the By-laws of at least two (2) Directors from nominees proposed by each such group.

(Attestation clause, signatures, seals and acknowledgment, being purely formal, are omitted.)

[fol. 997] Smokeless Coal Corporation

By-laws

Offices

1. The principal office shall be in the City of Wilmington, County of New Castle, State of Delaware, and the name of the resident agent in charge thereof is The Corporation Trust Company.

2. The corporation may also have an office in the City of New York, N. Y., and also offices at such other places as the Board of Directors may from time to time appoint, or the business of the corporation may require.

Seal

3. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed, or reproduced, or otherwise.

Stockholders' Meetings

4. All meetings of the stockholders shall be held at the office of the corporation in New York, N. Y., unless the notice of such meeting shall designate some other place, which may be done. The Board may also designate such other place or places as it may deem proper for the location of the office or offices of the corporation, at which stockholders meetings may be held.

5. An annual meeting of the stockholders, after the year 1932, shall be held on the second Wednesday in February in each year, if not a legal holiday; and, if a legal holiday, then on the next secular day following, at 11:00 o'clock a. m., when they shall elect by a plurality vote, by ballot, as elsewhere herein provided, a Board of Directors, and transact such other business as may properly be brought before the meeting.

6. The holders of a majority of the stock issued and outstanding, and entitled to vote thereat, present in person, or represented by proxy, shall be requisite, and shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by law, by the certificate of incorporation or by these By-laws. If, however, such majority shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of voting stock shall be present. At such adjourned meeting, at which the requisite amount of voting stock shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

7. At any meeting of the stockholders, every holder of common stock having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said [fol. 998] instrument provides for a longer period. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation, and except where the transfer books of the corporation shall have been closed or a date shall have been fixed as a record date for the determination of its stockholders entitled to vote, no share of stock shall be voted on at any election for directors which shall have been transferred on the books of the corporation within twenty days next preceding such election of directors.

8. Written notice of the annual meeting shall be mailed to each stockholder entitled to vote thereat at such address as appears on the stock book of the corporation, at least ten days prior to the meeting.

9. A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the residence of each, and the number of voting shares held by each, shall be prepared by the secretary and filed in the office where the election is to be held, at least ten days

before every election, and shall at all times, during the usual hours for business, and during the whole time of said election, be open to the examination of any stockholder.

10. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute, may be called by the President at any time; and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

11. Business transacted at all special meetings shall be confined to the objects stated in the call.

12. Written notice of a special meeting of stockholders, stating the time and place and object thereof, shall be mailed at least seven days before such meeting, to each stockholder entitled to vote thereat, at such address as appears on the books of the corporation.

Directors

13. The property and business of this corporation shall be managed by its Board of Directors, not less than five nor more than twenty in number. Until otherwise provided, there shall be fifteen directors. They shall be elected by the holders of common stock at the annual meetings of the stockholders, in the manner herein specified, and each director shall be elected for the term of one year and until his successor shall be elected and shall qualify.

In order to promote the chief business of the corporation, that of dealing in coal, it is desirable to have all of the regions from which the corporation obtains coal represented on its Board of Directors. Therefore, the common stockholders of this corporation are hereby divided into four regional groups; namely, Pocahontas, New River, Winding Gulf and Tug River, each group being composed of stockholders operating mines in the region bearing the name of that group. Each of the said groups shall have the right to submit to each annual meeting of the stockholders a list of nominees for Directors for the ensuing year.

At each annual meeting of stockholders the nominations made by each of the four regional groups shall be considered and voted on separately. In the absence of such list of nominees from any group, the Directors who would otherwise have been chosen therefrom shall be nominated [fol. 999] and elected by the stockholders at the meeting. From the nominations made by each group three Directors shall be chosen by the stockholders voting as a whole. In addition to the twelve Directors to be elected as aforesaid the stockholders shall elect three additional Directors nominated without reference to group classification, making fifteen Directors in all.

If the incorporators shall elect less than fifteen directors, then the number so elected may act as the Board of Directors, and a majority thereof shall constitute a quorum.

14. The directors may hold their meetings and have one or more offices, and keep the books of the corporation, except the original or duplicate stock ledger, outside of Delaware, at the office of the corporation in the City of New York, N. Y., or at such other place or places as they may from time to time determine.

15. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual election and until a successor or successors have been duly elected, unless sooner displaced.

16. In addition to the powers and authorities by these By-laws expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation, or by these By-laws, directed or required to be exercised or done by the stockholders.

Committees of Directors

17. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each committee to consist of five or

more of the directors of the corporation, which, to the extent provided in said resolution or resolutions, shall have, and may exercise, the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

18. The Board of Directors shall elect a Managing Committee of the Corporation of five persons, each of whom shall be experienced in the sale of coal and who may or may not be members of the Board. The Managing Committee shall have special charge of the sales policies and practices of the Corporation. The Board of Directors shall designate for such Committee a chairman, who shall continue as such chairman during the pleasure of the Board of Directors.

The Managing Committee shall fix its own rules of proceeding and shall meet where and as provided by such rules, or by resolution of the Board of Directors. Three members shall be sufficient to constitute a quorum of the Committee and the affirmative vote of a majority of the members of the Committee present at any meeting shall be necessary to its adoption of any resolution. The Managing Committee shall be directly under the supervision and control of the Board of Directors.

19. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.

[fol. 1000] Meetings of the Board

20. The newly elected Board may meet at such place and time, either within or without the State of Delaware, as shall be fixed by the vote of the stockholders at the annual meeting, for the purpose of organization or otherwise, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a majority of the whole Board shall be present; or they may meet at such place and time as shall be fixed by the consent in writing of all the Directors.

21. Regular meetings of the Board shall be held once in each month, and may be held without notice at such time and place, either within or without the State of Delaware, as shall from time to time be determined by the Board.

22. Special meetings of the Board may be called by the President on three days' notice to each director, either personally or by mail, or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice, on the written request of two directors.

23. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation or by these By-laws.

Officers

24. The officers of the corporation shall be chosen by the directors, and shall be a President, Vice President, Secretary, Treasurer and Chairman of the Board; the Chairman may or may not be a member of the Board. The Board of Directors may also choose additional Vice Presidents, Assistant Secretaries, and Assistant Treasurers. The Secretary and Treasurer may be the same person, and any Vice President may hold at the same time the office of Secretary or Treasurer.

25. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose a President and Vice President from their own number, and a Chairman, a Secretary and a Treasurer who need not be members of the Board.

26. The Board may appoint such officers and agents as it shall deem necessary, who shall hold their offices for such terms, and shall exercise such powers and perform such duties, as shall be determined from time to time by the Board.

27. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

28. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant, for any reason, the vacancy shall be filled by the affirmative vote of a majority of the whole Board of Directors.

[fol. 1001] The President

29. The President shall be the chief executive officer of the Corporation; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board and the Managing Committee are carried into effect.

30. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation.

31. He shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Chairman of the Board

32. The Chairman of the Board shall preside at all meetings of the stockholders and directors, and shall have the general powers and duties usually vested in the Chairman of the Board of Directors of a corporation.

Vice Presidents

33. The Vice Presidents, in the order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

The Secretary and Assistant Secretaries

34. The Secretary shall attend all sessions of the Board and all meetings of the stockholders, and record all votes, and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such

other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

35. The Assistant Secretaries, in the order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Directors shall prescribe.

The Treasurer and Assistant Treasurers

36. The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

37. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

[fol. 1002] 38. He shall give the corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property, of whatever kind, in his possession or under his control, belonging to the corporation.

39. The Assistant Treasurers, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the

Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Duties of Officers May Be Delegated

40. In case of the absence of any officer of the corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the entire Board concurs therein.

Certificates of Stock

41. The certificates of stock, for both common and preferred stock, shall be numbered separately, and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name, and number of shares, and the kind of stock, whether common or preferred, together with all the specific provisions and conditions under which it is issued, prescribed by the statutes, by the charter, by the by-laws, and/or resolutions of the Board of Directors, and shall be signed by the President, or a Vice President, and the Treasurer or an Assistant-Treasurer, or the Secretary or an Assistant Secretary. If the corporation has a transfer agent or an assistant transfer agent, or a transfer clerk, acting on its behalf, and a registrar, the signature of any such officer may be facsimile.

Option to Repurchase Common Stock

42. In selling, disposing of, or issuing common stock of the corporation, the Board of Directors shall reserve to the corporation the option to repurchase the same upon the happening of any one of the following contingencies at the book value of said stock as shown by the balance sheet of the corporation last preceding the exercise of the option: (a) if the corporation shall cease to be the exclusive selling agent of the holder of such stock for all coal produced by the holder in any of the regions mentioned in section 13 hereof, or (b) if he shall cease to produce coal, or (c) shall violate any present or future contract which he may have with the corporation, or (d) if title to the shares of the holder, or any of them, shall, either voluntarily or involuntarily, pass to another. Such option

may be accepted by the corporation as to all or any number of the shares subject thereto at any time after any such event, but not later than thirty days after the certificate or certificates for such shares are presented to the corporation for transfer, nor in any event later than twenty years from the date of the original issuance of the shares subject thereto, by mailing a written acceptance to the holder at his address as shown on the books of the corporation.

If the exercise of such option or options by the corporation would operate to impair its capital, the corporation may assign the option or options to any other record holder or holders of common stock selected by the Board of Directors. Options so reserved by the corporation shall be printed on the face or reverse of the certificate representing the shares subject thereto.

[fol. 1003] No share of common stock shall be transferred on the books of the corporation to the name of any other person whether outright or as pledgee so long as such option remains in force or contrary to the provisions hereof.

Transfers of Stock

43. Transfers of stock shall be made on the books of the corporation only by the person named in the certificate, or by attorney, lawfully constituted in writing, and upon surrender of the certificate therefor.

Closing of Transfer Books

44. The Board of Directors shall have power to close the stock transfer books of the corporation for a period not exceeding forty days preceding the date of any meeting of stockholders, or the date for payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion, or exchange of capital stock shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding forty days preceding the date of any meeting of stockholders or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the stockholders

entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividends, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any record date fixed as aforesaid.

Registered Stockholders

45. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Delaware.

Lost Certificate

46. Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact, and advertise the same in such manner as the Board of Directors may require, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such sum as it may direct not exceeding double the value of the stock, to indemnify the corporation against any claim that may be made against it on account of the alleged loss of any such certificate. A new certificate of the same tenor and for the same number of shares as the one alleged to be lost or destroyed may be issued without requiring any bond when, in the judgment of the Directors, it is proper so to do.

[fol. 1004] Waiver of Holders of Common Stock of the Right to Purchase and Have Additional Stock

47. In case of future increase in the number of shares of stock, or in case of the issuance of any shares of stock

of any class now authorized by the certificate of incorporation but not already subscribed for or sold, the holders of both common and preferred stock at that time waive their right to participate in such increase or such issuance, and the same may be sold as the Board of Directors may deem proper.

Checks

48. All checks or demands for money and notes of the corporation shall be signed by any two officers, or other persons, from among whom the Board of Directors may from time to time designate for that purpose.

Fiscal Year

49. The fiscal year shall begin the first day of January in each year.

Dividends

50. Dividends upon the capital stock of the corporation subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock.

51. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends, such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors shall think conducive to the interests of the corporation, and the Directors may abolish any such reserve in the manner in which it was created.

Directors' Annual Statement

52. The Board of Directors shall present at each annual meeting, and when called for by vote of the stockholders at any special meeting of the stockholders, a full and clear statement of the business and conditions of the corporation.

Notices

53. Whenever under the provisions of these by-laws notice is required to be given to any Director, officer or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the Post Office or letter box, in a postpaid sealed wrapper, addressed to such stockholder, officer or director, at such address as appears on the books of the corporation, or, in default of other address, to such director, officer, or stockholder at the General Post Office in the City of Wilmington, Delaware, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

[fol. 1005] 54. Any stockholder, director, or officer may waive any notice required to be given under these By-Laws.

Amendments

55. These By-Laws may be altered or amended, or repealed, by the affirmative vote of a majority of the stock issued and outstanding, and entitled to vote thereat, at any regular or special meeting of the stockholders, if notice of the proposed alteration or amendment or repeal be contained in the notice of the meeting, or by the affirmative vote of a majority of the Board of Directors, at any regular or special meeting of the Board, if notice of the proposed alteration or amendment be contained in the notice of the meeting; provided, however, that no change of the time or place for the election of directors shall be made within sixty days next before the day on which such election is to be held, and that in case of any change of such time or place, notice thereof shall be given to each stockholder in person or by letter mailed to his last known Post Office address at least twenty days before the election is held; and provided further that the Board shall not have power to amend or alter sections 1-3-6-7-8-9-10-11-12-13-16-17-18-19-24-25-29-30-31-32-33-41-42-43-45-46-47-52-53-54 and 55 of these By-Laws.

[fol. 1006] Contract Form to be Entered Into Between Smokeless Coal Corporation and Individual Coal Producers

This agreement, made this — day of ——, 1932, by and between —— ——, a corporation organized and existing

under and by virtue of the laws of the State of ——, hereinafter called the "Producer", and Smokeless Coal Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called the "Selling Agent",

Witnesseth: Whereas, the Producer is the owner and/or lessee of certain coal mines located at —— and ——, in the States of —— and ——, and is engaged in the mining and production of smokeless coal; and

Whereas, the Selling Agent is entering into the business of buying and selling coal and of selling and distributing coal on a commission basis for various producers operating in the States of West Virginia and Virginia in the producing territories generally known as the Pocahontas, Tug River, New River and Winding Gulf districts, and is prepared to sell and distribute on a commission basis coal of the kind and character produced by the Producer; and

Whereas, this Agreement is one of a number of identical or substantially similar agreements between other coal producers operating in the said districts and the Selling Agent;

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant and agree as follows:

First. As a matter of information to the Selling Agents with respect to the ability of the Producer to produce coal, the Producer represents that during the calendar years 1923 to 1931, inclusive, the average annual shipment and sale of coal of the Producer from mines in said districts was — net tons; and that, in the normal course of business, the Producer's said mines are of sufficient capacity to maintain that rate of annual shipment during the period of — years. The three consecutive calendar months of largest shipments during the years 1927 to 1931, inclusive, were —— and ——, 19—, and the total shipments for that period aggregated — net tons. A list of the Producer's mines is attached hereto, marked "Exhibit A", showing the date each was developed, the shipments in each calendar year from 1923 to 1931, inclusive, the present railroad car rated capacity, and the remaining recoverable tonnage in the

land owned or leased by the Producer adjacent and available to same.

[fol. 1007] Second. The Producer hereby appoints the Selling Agent as its exclusive agent for the sale of the coal produced by it in its mines located at —— and ——, in the States of —— and ——, and the Selling Agent hereby accepts the appointemnt as such Selling Agent, all on the terms and conditions hereinafter contained; provided, however, that the Producer hereby expressly reserves from the terms of this Agreement such coal as may be produced and used by it in the operation of its mines or which it may furnish or sell to its employees for their use, or sell for local deliveries from tipples in less than carload lots, of which remains to be delivered on contracts now in force and not yet completed at the date of the taking effect of this Agreement, a list of which contracts, with informative data, is attached hereto and marked "Exhibit B".

Third. The parties hereto agree that, as soon as may be after the taking effect of this Agreement, the Selling Agent will establish a standard classification for all coal which it sells as agent, based upon the suitability of the coal for particular purposes, such as domestic coal, gas coals, by-product coals, metallurgical coals and steam coals, and such other classifications as may be decided upon by the Selling Agent. These classifications shall give regard to chemical analysis, including (a) moisture, (b) volatile matter, (c) fixed carbon, (d) ash, (e) sulphur, (f) British Thermal Units, (g) fusion point of ash, and (h) structure and physical characteristics. The Selling Agent will also establish a standard classification of sizes for the various grades from the mines of each Producer whose coal it sells.

The Selling Agent shall promptly give the Producer written notice of the Standard of classifications established by the Selling Agent and of the classes in which the Selling Agent has placed the coal of the Producer and if, within twenty days from the receipt of such notice, the Producer shall not make any objection thereto, the classification of the coal of the Producer so established shall be final and binding on the Producer until a different classification of the coal of the Producer has been made by the Selling

Agent. In the event, that within such initial period of twenty days or subsequently, but not more often than once in three months, the Producer shall give written notice to the Selling Agent that it objects to such classification of its coal, and specifies its objections, the Producer shall have the right to have a re-classification made of its coal, and in the event that the parties cannot agree upon such classification, the differences between them shall be settled and determined under the provisions of paragraph "Seventeenth" hereof. In the event that any change shall be made in the classification of the coal of the Producer established by the Selling Agent as result of action taken by the Producer pursuant to this paragraph, all expenses in connection therewith shall be divided equally between the Producer and the Selling Agent, but if no change shall be made in the classification, such expense shall be paid by the Producer.

Pending the establishment and classification of grades of coal as above provided, the Selling Agent shall classify such coals as nearly as possible in accordance with the classification furnished by the Producer; and to this end the Producer shall furnish the Selling Agent with a statement for the years 1930 and 1931 showing as far as practicable the uses for which its coal was sold during those years, the chemical analysis of the coal from each mine, and for each grade of coal from each mine, the description and sizes of the screens used at each mine, the number of tracks available and showing the number of grades that can be made at one time and the percentage that each grade bears to the total mine run coal produced and screened.

Fourth. It is further understood and agreed by and between the parties hereto that the Selling Agent will use its best efforts to sell all the coal the Producer can produce [fol. 1008] at its said mines, or so much thereof as the market will justify, and that it is likewise obligated to sell all the coal produced by other producers whose coal it sells, or so much thereof as the market will justify, excepting in both instances that coal expressly excluded under paragraph "Second" above; but it is further understood and agreed that the demand for coal of different grades, uses and classifications varies materially from season to season and from time to time, depending upon the industrial mar-

ket and weather conditions, and that at times there is a greater demand for coal suitable for certain purposes than at other times and, therefore, the Selling Agent will be able at times to sell particular classes of coal in greater quantities than it may be able to sell other classes of coal. When the demand is not sufficient to absorb the output of all producers represented by the Selling Agent, the participation as between the various producers, as nearly as may be, shall be as follows:

The largest shipments for any three months' period for the five years, as stated in paragraph "First" above, shall be multiplied by four. This tonnage shall be taken as the annual production capacity of the Producer. It is agreed that such annual production capacity shall be increased or reduced because of the opening of new mines or the abandonment of mines by the Producer or for other proper causes affecting the actual production capacity of the Producer's mine or mines.

Whenever the tonnage of coal required by the Selling Agent for delivery on its contracts of sale, together with the tonnage of coal required for delivery on contracts of the Producer and all other producers (reserved from the operation of this and similar agreements under paragraph "Second" herein) is not sufficient to operate upon a full-time basis the mines of all the producers represented by the Selling Agent, then the participation of the Producer in the aggregate tonnage of coal required as aforesaid shall be such percentage of said aggregate tonnage as the aforesaid annual production capacity of the Producer bears to the total annual production capacity of all producers whose coal is sold by the Selling Agent; it being understood, however, that these percentages are subject to variation due to variations in the sale of the different sizes, grades and qualities of coal, as above set out; but that it is the purpose of this and all similar agreements that the Selling Agent will, from time to time, over each annual period, as nearly as conditions will permit, all factors considered, give each Producer as nearly its pro-rata part of the available volume of business as is reasonably possible.

The tonnage of coal, if any, which remains to be delivered by the Producer on contracts now in force and not yet completed at the effective date of this Agreement (reserved

from the operation of this Agreement in paragraph "Second" herein) shall not be subject to the operation of this Agreement in any respect other than as in the preceding paragraph provided.

Fifth. The Selling Agent agrees that, subject to the terms of this Agreement, in so far as possible, it will sell the coal of the Producer in the markets, to the same customers and under the mine name, trade-mark or trade-name or names that the Producer has heretofore sold such coal, and shall maintain the trade-marks, trade-names and good-will of the Producer, and shall endeavor to broaden the market.

Sixth. During the term of this Agreement the Selling Agent is hereby authorized by the Producer to sell the coal of the Producer, subject to the conditions herein stated, at the best price or prices obtainable under current competitive conditions and with due regard to the quality, preparation and classification of the coal to be sold; provided, however, that the Selling Agent shall make no contracts of sale calling for future deliveries of coal from the mines of the Producer for a period beyond the expiration date of this Agreement, without first obtaining the written authority of the Producer.

Seventh. Subject to the provisions of this Agreement, the Producer agrees promptly to fill all orders taken for its account by the Selling Agent hereunder; to prepare all [fol. 1009] coal to be shipped by the Producer under this Agreement in accordance with good practice; to screen all such coal as directed by the Selling Agent and as the screening equipment of the Producer will permit; and to ship all such coal in the kind of equipment indicated by the Selling Agent, provided, however, that the Producer shall not be liable for failure to make shipments due to strikes, lockouts, accidents, car shortages or any other cause beyond its control, whether of like or different character. The Selling Agent shall have the right to inspect at the tipple all the coal of the Producer to be shipped pursuant to contracts of sale made by the Selling Agent, and, subject to the conditions herein contained, to determine all questions of classification, grade, preparation and quality with respect to such coal. The Producer shall reimburse

the Selling Agent for the reasonable actual cost of customary inspection of the coal at the tipple.

Eighth. The Selling Agent shall have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Producer; provided, however, that in all such cases the Producer shall first be given an opportunity to investigate any such claims and make its representations to the Selling Agent in regard thereto; the Selling Agent shall bear the cost of any allowances or adjustments on account of any complaint of any purchaser resulting from causes within the control of the Selling Agent.

Ninth. In case the Selling Agent sells coal direct, the Producer agrees to pay for its services a commission of eight per cent of the average selling price, f. o. b. at the mine, calculated separately for each grade of coal as in paragraph "Tenth" provided on coal shipped in accordance with the terms of this Agreement. The minimum amounts of such commission, computed monthly, shall be as follows: On slack and stoker coal thirteen cents per net ton; on mine run coal shipped for cargo and bunker purposes thirteen cents per net ton and on other mine run shipments fifteen and one-half cents per net ton; on graded sizes eighteen cents per net ton on the tonnage of each grade sold and shipped as such. The Selling Agent shall deduct the said commission from the proceeds of all sales before making payment to the Producer as in paragraph "Tenth" provided. In case the coal shipped by Producer is sold by the Selling Agent through a Sub-Agent, as in paragraph "Thirteenth" provided, the Selling Agent shall be paid for its services three cents per net ton regardless of the grade or class of the coal and the Sub-Agent shall be paid for its services eight per cent of the selling price, f. o. b. at the mine, less three cents per net ton paid to the Selling Agent, provided that the minimum amounts of said commissions paid to the Sub-Agent shall be as follows: On slack and stoker coal ten cents per net ton; on mine run coal shipped for cargo and bunker purposes ten cents per net ton and on other mine run shipments twelve and one-half cents per net ton; on graded sizes fifteen cents

per net ton on the tonnage of each grade sold and shipped as such grade.

Tenth. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Producer, which weights shall be railroad scale weights at point where coal is customarily weighed by the railroad for assessing freight charges. On or before the twentieth day of each calendar month during the term hereof, the Selling Agent shall account and pay to the Producer for all coal of the Producer shipped by the Selling Agent under this Agreement prior to the first day of that month for which payment to the Producer has not theretofore been made and which coal was weighed by the railroad prior to the fifth day of that month, less any and all commissions and/or deductions authorized under this Agreement, unless in particular cases different dates for payment be agreed upon by the parties.

The coal included in each settlement shall be paid for as follows: The Selling Agent shall pay to the Producer any premium received over and above the prices named by the Selling Agent for the sale of any of the Producer's coal included in that settlement and it is agreed that such pre-[fol. 1010] mium is in each case, the difference between the price named by the Selling Agent less commissions calculated thereon and the amount of the actual sales price less commissions calculated thereon at the rates provided in paragraph "Ninth" hereof. The price to be paid by the Selling Agent to the Producer for each grade or class of coal, in addition to the premium payments if any, shall be the average of all prices received by the Selling Agent for coal of that particular class or grade. For the purpose of determining such average prices, the coal of the Producer which has actually been sold at a premium shall be treated as having been sold at the price named by the Selling Agent and applicable at the time of the sale of that particular coal. The average prices are to be calculated on coal shipped by all producers and included in that settlement. Separate average prices will be calculated and paid for each size and grade of coal made pursuant to the provisions of paragraph "Third" hereof. Unless rejected as in the next paragraph provided, coal shall be settled for in

the classification in which it is offered by the Producer to the Selling Agent.

Any coal rejected by the Selling Agent for the class for which offered by the Producer may, at the option of the Selling Agent, be sold and settled for in a lower class or sold outside of any class and settled for with the Producer at the actual price received therefor, less commissions.

Eleventh. The books and records of the parties hereto, so far as they have to do with the subject of this Agreement, shall at all reasonable times, be open to the inspection of the other party; and the Selling Agent is hereby expressly authorized to call upon any Railway Company over whose lines shipments have been made by the Producer for any and all information pertaining to any such shipments.

Twelfth. Not later than the twenty-fifth day of each calendar month the Selling Agent shall furnish to the Producer a complete report of all coal shipped by the Selling Agent for the account of the Producer and for the account of all other producers under identical or substantially similar agreements which was included in the accounting made by the Selling Agent on the twentieth of that month, as in paragraph "Tenth" herein provided. Said report shall show the classes, quantities and grades of coal, the range of prices for each grade of coal and the tonnage sold and delivered at each price.

Thirteenth. In order to utilize as far as possible the existing machinery of distribution, the Producer hereby designates —— —— as Sub-Agent of the Selling Agent to sell the coal of the Producer, subject to all the terms and conditions of this Agreement and on the terms and conditions contained in the form of Sub-Agent's Agreement annexed hereto and marked Exhibit "C", which designation is approved by the Selling Agent. Subject to the approval of the Selling Agent, the Producer may at any time hereafter designate one or more other persons, firms or corporations to act as Sub-Agent or Sub-Agents to sell the coal of the Producer on like terms and conditions.

In case such Sub-Agent makes sales contracts for coal during periods of shortages in demand, under the conditions set out in paragraph "Fourth" hereof, in excess of

the pro-rata share of the Producer in the total sales of the Selling Agent, the Selling Agent shall have the right to deliver such excess tonnage from the mines of other producers of like character of coal.

The Selling Agent shall be responsible for the acts of its Sub-Agents, in the same manner as it is responsible for its own acts, except as hereinafter provided, but it shall not be responsible for any act or omission of any Sub-Agent designated by the Producer where such act or omission is contrary to instructions or in violation of authority conferred by the Selling Agent upon such Sub-Agent.

[fol. 1011] Fourteenth. The Selling Agent guarantees payment of all accounts and is hereby granted full authority to collect for all coal sold by it under this Agreement, and, for the purpose of enforcing such collection, to bring suit therefor in its own name and to authorize a Sub-Agent to bring such suit in its name; provided, however, that the Selling Agent shall not be liable to the Producer for the payment of accounts arising out of the sale of coal by Sub-Agent designated by the Producer.

Fifteenth. It is the intent of this Agreement to provide for an orderly and business-like method of selling the coal of the Producer by the Selling Agent hereinbefore appointed the Producer's exclusive Agent, and it is therefore agreed that the Producer shall not dispose of, sell or ship any coal from the districts above mentioned except upon the order and at the direction of the Selling Agent, or as provided in paragraph "Second" hereof.

Sixteenth. This Agreement shall become effective and binding upon the parties when same shall be executed by them, and when countersigned for and on behalf of the Producer at the place indicated at the end hereof by one of the persons thereunto authorized. Producer's coal shall be turned over to Selling Agent for sale, under the terms hereof, not sooner than Feb. 15, 1932, nor later than April 1, 1932, or at such intervening day as Selling Agent shall, by notice to the Producer, specify.

Seventeenth. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agree-

ment, which they are unable to adjust or settle, the controversy shall be referred for settlement to a board of arbitration composed of three disinterested and competent persons experienced in the coal trade, one of whom shall be chosen by the Producer, one by the Selling Agent, and the third by the two so selected, and its findings and decision shall be binding upon both parties. The provisions of this Agreement relating to arbitration shall be governed by and construed in accordance with the United States Arbitration Act and all amendments thereto in so far as applicable; provided that the Selling Agent does not agree to arbitrate any claim of violation of the Agreement contained in paragraph "Fifteenth" herein.

Eighteenth. This Agreement shall continue in force until March 31, 1934, and shall continue thereafter from year to year unless and until either party hereto shall elect to terminate this Agreement on March 31st, 1934, or on March 31st of any subsequent year, by giving to the other party three months' notice in writing of such election. Upon receipt of such notice the Selling Agent shall promptly notify all producers with whom it has entered into substantially identical or similar agency agreements, and within ten days from the receipt by the Producer of such notice the Producer may serve written notice of termination to take effect on the same date.

Nineteenth. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that in case the Producer sells its property to a purchaser who will not sell any of the coal produced thereon in the commercial market or in case the Producer permanently ceases to operate its mine or mines, then this contract shall be thereby terminated, except as to the performance of contracts then in force for the delivery of coal. As to such unexpired and uncompleted contracts, the Producer shall, upon the request of the Selling Agent, furnish its ratable proportion of the tonnage of coal required to fill such unexpired and uncompleted contracts.

Twentieth. The Houston Collieries Company and CCB Smokeless Coal Company, two of the Corporations which it is expected will sign producers contracts with the Selling Agent, have been and are now furnishing slack coal from

their mines in the aforesaid districts to the following associated companies for consumption at their individual plants:

Minnesota By-Products Coke Company.
Montreal Coke & Manufacturing Company.
[fol. 1012] Hamilton Coke & Iron Company.
Philadelphia Coke Company.
Connecticut Coke Company.
Seaboard By-Products Coke Company.
Brooklyn Union Gas Company.
New England Fuel & Transportation Company.
The Rainey Wood Coke Co., Swedeland, Pa.

The coal furnished these plants by the Houston Collieries Company and CCB Smokeless Coal Company in the year 1931 aggregated approximately 1,520,000 net tons.

It is agreed that said Houston Collieries Company and CCB Smokeless Coal Company shall have the right to continue to furnish slack coal to said associated companies for consumption at their individual plants and said tonnage shall be considered for the purposes of this Agreement as if it were tonnage remaining to be delivered on contracts now in force under the provisions of paragraph "Second" hereof and it shall be so treated in determining the respective pro rata tonnages of the said Houston Collieries Company and CCB Smokeless Coal Company under paragraph "Fourth" hereof and shall be a part of their respective pro rata tonnages. It is further agreed that if in the screening of said pro rata tonnages of coal by said Houston Collieries Company and said CCB Smokeless Coal Company, the quantity of slack produced is not sufficient to meet the consumption requirements of said associated companies, then the said Houston Collieries Company and CCB Smokeless Coal Company shall have the right to furnish run-of-mine coal to said associated companies for the balance of said consumption requirements. In such case if said Houston Collieries Company and CCB Smokeless Coal Company elect not to furnish their run-of-mine coal to complete said consumption requirements but to buy coal instead, they are to buy such coal from the Selling Agent. The purpose of this provision is that, if the requirements of the associated companies are such that they cannot be supplied by the

Houston Collieries Company and CCB Smokeless Coal Company within the limits of their pro rata share of the aggregate production tonnages of the producers represented by the Selling Agent, then all the coal needed to supply such excess requirements may be mined by Houston Collieries Company and CCB Smokeless Coal Company but is to be used exclusively for that purpose.

In witness whereof the respective parties hereto have caused this Agreement to be executed in duplicate originals, by their proper officers thereunto duly authorized, the day and year first above written.

—— ——, Producer, by —— ——, Its ——. Countersigned for and on behalf of Producer by —— ——. Attest: —— ——, Secretary. Smokeless Coal Corporation, Selling Agent, by —— ——, its ——. Attest: —— ——, Secretary.

[fol. 1013] EXHIBIT "A"

List of Mines of —— —— Company, called "Producer" in a certain contract between it and Smokeless Coal Corporation, dated the — day of ——, 1932, showing the date each was developed, annual average production during the life thereof, the present railroad car rated capacity and the remaining recoverable tonnage in the land owned and/or leased by it, adjacent and available to same, filed with and attached to said contract as a part thereof, marked "Exhibit A".

Name of Mine: —— ——.
Date Developed: —— —, ——.
Average Annual Production: ——.
Present Rated Capacity: ——.
Remaining Recoverable Tonnage: ——.

(Repeat as to each separate mine.)

[fol. 1014] EXHIBIT "B"

A list of contracts, with informative data, now in force and not yet completed, binding upon —— —— Company, showing the coal which remains to be delivered under the provisions of each, filed with and attached to a part of a contract between said company and Smokeless Coal Corporation, marked "Exhibit B"

Contract No. 1

Date of Contract: —— —, ——.
Date of Expiration: —— —, ——.
Total Undelivered Tonnage: ——.
Kind or Class of Coal: ——.
Rate of Delivery: ——.

Contract No. 2, etc.

(Repeat as above under No. 1.)

[fol. 1015] EXHIBIT "C"

Contract Form to be Entered Into Between Smokeless Coal Corporation and Its Sub-Agents

Agreement, made this — day of ——, 1932, between Smokeless Coal Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called the "Selling Agent", and —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Sub-Agent", witnesseth:

Whereas, pursuant to an Agreement dated the — day of ——, 1932, by and between the Selling Agent and —— ——, a corporation organized under and by virtue of the laws of the State of ——, hereinafter called the "Producer", a copy of which Agreement is hereto attached and made a part hereof, the Selling Agent has agreed to act as the exclusive Selling Agent of the Producer for the sale of smokeless coal produced by it in its mines at —— and ——, located in the States of —— and ——; and

Whereas, it is provided in said Agreement that the Producer may at any time designate a Sub-Agent of the Sell-

ing Agent subject to all the terms and conditions of the Agreement; and

Whereas, the Producer has designated —— —— as its Sub-Agent for the period ending March 31, 193—, pursuant to the terms and conditions of said Agreement; and

Whereas, the Sub-Agent is engaged in the sale and distribution of coal and is willing to act as Sub-Agent of the Selling Agent on the terms and conditions hereinafter contained,

Now, therefore, in consideration of the promises and of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

First. The Selling Agent hereby appoints —— —— Sub-Agent as its agent for the sale of the coal of the Producer and such coal of other producers, under contract with the Selling Agent, as the Selling Agent and the Sub-Agent may agree upon from time to time, and the Sub-Agent hereby accepts such appointment on all the terms and conditions contained in this Agreement.

[fol. 1016] Second. The Sub-Agent agrees to use its best efforts to sell such coal as it is authorized to sell hereunder in such amounts and in accordance with such classifications as the Selling Agent may designate and upon such terms and conditions and at not less than the price or prices named by the Selling Agent from time to time; and the Sub-Agent shall not depart from the amounts, classifications, terms and conditions, or sell at prices less than those so named by the Selling Agent without the prior authorization of the Selling Agent. Nor shall the Sub-Agent buy and sell, or act as the Sales Agent in the sale of smokeless coal shipped from the Pocahontas, Tug River, New River or Winding Gulf districts by a producer not under contract with the Selling Agent.

In the event that in the sale of coal under this Agreement the Sub-Agent shall depart from the amounts, classifications, terms and conditions or shall sell at prices less than those named by the Selling Agent, or shall buy and sell, or act as the Sales Agent in the sale of smokeless coal shipped from any of said districts by a producer not under contract with the Selling Agent, then the Selling Agent shall have the right to forthwith terminate and cancel this

Agreement on written notice given by it to the Sub-Agent of its election so to do.

Third. The Sub-Agent shall not have authority to make allowances and adjustments on account of any complaint of any purchaser resulting from causes within the control of the Producer or the Selling Agent, except under the direction and subject to the approval of the Selling Agent. Any such allowance and adjustment so approved by the Selling Agent shall be deducted from the amount to be remitted by the Sub-Agent to the Selling Agent in accordance with the terms of this Agreement.

Fourth. The Sub-Agent shall have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Sub-Agent. The amount of any commission due to the Sub-Agent from the Selling Agent under the provisions of paragraph "Sixth" of this Agreement shall be reduced by the amount of any such allowance and adjustment. The Sub-Agent further agrees to hold the Selling Agent harmless from any damage or liability occasioned by any act or omission of the Sub-Agent provided, however, that anything herein contained to the contrary notwithstanding, the Sub-Agent shall in no wise be responsible for any loss or damage occasioned by any act of omission on the part of the Selling Agent or the Producer in respect of any coal sold in accordance with the provions of this Agreement.

Fifth. The Sub-Agent guarantees the payment of all accounts and shall collect all sums due and owing to it for the account of the Selling Agent for all coal sold by the Sub-Agent under this Agreement, and, for the purpose of enforcing such collections, full and complete authority is hereby granted to the Sub-Agent to bring suit therefor in its own name.

Sixth. On coal shipped in accordance with terms of this Agreement, the Selling Agent agrees to pay to the Sub-Agent a commission of eight per cent of the authorized selling price f. o. b. at the mines, less the sum of three cents per net ton. The minimum amount of such commission shall be as follows: On slack and stoker coal ten cents per net ton; on mine run coal shipped for cargo and

bunker purposes ten cents per net ton and on other mine run shipments twelve and one-half cents per net ton; on graded sizes fifteen cents per net ton on the tonnage of each grade sold and shipped as such grade. The Sub-Agent is hereby authorized to deduct said commissions before making the payment to the Selling Agent as in paragraph "Seventh" provided.

Seventh. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Selling Agent, which weights shall be the railroad [fol. 1017] scale weights at point where coal is customarily weighed by the railroad for assessing freight charges. On or before the fifteenth day of each calendar month during the term hereof, the Sub-Agent shall account and pay to the Selling Agent the sales price of all coal shipped by the Selling Agent under this Agreement for account of the Sub-Agent prior to the first day of that month, for which payment to the Selling Agent has not theretofore been made and which coal was weighed by the railroad prior to the fifth day of that month, less any and all commissions and/or deductions authorized under this Agreement, unless in particular cases different dates for payment be agreed upon by the parties.

Eighth. All sales shall be made by the Sub-Agent for the account of the Selling Agent, but shall be invoiced to the purchaser in the name of the Sub-Agent, and payment shall be made to the Sub-Agent by the purchaser. A copy of each such invoice shall be sent to the Selling Agent at the time it is sent to the purchaser.

Ninth. Subject to the provisions of this Agreement the Selling Agent agrees to promptly fill all orders taken for its account by the Sub-Agent, authorized and/or accepted by said Selling Agent.

The Sub-Agent shall, under the direction of the Selling Agent, provide an inspection service for the coal shipped by the Producer. The Selling Agent shall reimburse the Sub-Agent for the reasonable actual cost of the customary inspection of the coal at the tipples.

Tenth. The books and records of the parties hereto, so far as they have to do with the subject of this Agreement,

shall, at all reasonable times, be open to the inspection of the other party.

Eleventh. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a board of arbitrators composed of three disinterested and competent persons experienced in the coal trade, one of whom shall be chosen by the Selling Agent, one by the Sub-Agent, and the third by the two so selected, and its findings and decision shall be binding upon both parties. The provisions of this Agreement, relating to arbitration, shall be governed by and construed in accordance with the United States Arbitration Act and all amendments thereto in so far as applicable. However, it is understood and agreed that with respect to the agreements in paragraph "Second" herein, the right to arbitration shall extend only to the ascertainment of the facts in connection with any alleged violation of said agreements.

Twelfth. This Agreement shall continue in force until March 31st, 193- and shall continue thereafter from year to year, unless and until either party hereto shall elect to terminate this Agreement at March 31st of any such subsequent year by giving the other party three months' written notice of such election; provided, however, that anything herein contained to the contrary notwithstanding, this Agreement shall cease and determine upon the termination for any reason of the Agreement made the — day of ——, 193-, by and between the Producer and the Selling Agent. In the event that this Agreement is terminated in any manner herein provided for and at such date there exist unexpired and uncompleted contracts taken by the Sub-Agent for account of the Selling Agent, with the approval of the latter, then and in that event, the Selling Agent shall furnish and the Sub-Agent shall accept the tonnage of coal required to fill such unexpired and uncompleted contracts.

[fol. 1018] In witness whereof the respective parties hereto have this day caused this Agreement to be executed

in duplicate originals by their proper officers thereunto duly authorized the day and year first above written.

Smokeless Coal Corporation, Selling Agent, by ——— ———, Its ———. ——— ———, Sub-Agent. Attest: ——— ———, Secretary. By ——— ———, Its ———.

Approved.

——— ———, Producer, by ——— ———, Its ———. Attest: ——— ———, Secretary.

[fol. 1019] Stock Subscription Agreement

To Smokeless Coal Corporation:

Whereas, Smokeless Coal Corporation, hereinafter called Selling Agent, has been organized under the laws of the State of Delaware for the purpose, among others, of acting as selling agent for producers of coal in the southern smokeless region, with an authorized capital stock of 1,000 shares of common stock of the par value of $1.00 each, and 7,500 shares of 7% non-voting cumulative preferred stock of the par value of $100.00 each, redeemable at par and accrued and unpaid dividends, such preferred stock to have such other rights and privileges and to be subject to such restrictions as may be prescribed by the Board of Directors and are not in conflict with the provisions of paragraph fourth of the charter of Selling Agent or in derogation of the rights of common stock as provided in said charter; and,

Whereas, stock in the Selling Agent, until otherwise provided by the Board, is to be sold to producers of smokeless coal who sell such coal through Selling Agent, on the following basis:

One (1) share of common stock for each producer and in addition thereto one (1) share for each 100,000 net tons or major fraction thereof of "annual production capacity" in excess of 100,000 tons; and, where the producer will not appoint a sub-agent of Selling Agent for the sale of its coal, one (1) share of preferred stock for each 800 net tons or major fraction thereof of its "annual production capacity", and, where the producer will appoint a sub-agent for the sale of its coal, one (1) share of preferred stock for each 8,000 net tons or major fraction thereof of its "annual production capacity"; and

Whereas, the undersigned producer, hereinafter called Producer, desires to subscribe for stock of Selling Agent on such plan, and as a basis thereof represents that its "annual production capacity" at its mines at ——, in the State of —— is — net tons of coal, and that it (will) (will not) appoint a sub-agent for the sale of its coal to be handled by Selling Agent:

It is agreed:

1. Producer hereby subscribes and agrees to pay for stock in Selling Agent, as follows:

— shares of common @ $1.00 per share, $—.

— shares of preferred @ $100.00 per share, $—.

2. The price of the common stock and 20% of the price of the preferred stock, herein subscribed for, shall be paid to Selling Agent immediately upon acceptance by it of this subscription. The balance of the preferred stock shall be payable in installments of not more than 20% each, when and where same shall be called by the Board of Directors of Selling Agent, but in no event shall installments be called for payment at less than thirty day intervals.

3. Common stock shall be subject to the option of Selling Agent to repurchase same, as provided in the By-Laws of Selling Agent, and Producer hereby grants such option to Selling Agent on all and every part of such shares herein subscribed for.

[fol. 1020] 4. This subscription contract shall not be binding upon Producer unless and until the same is countersigned at the place indicated herein by any one of the following persons, each of whom is hereby authorized to countersign the same for and on behalf of Producer: —— ——, and is accepted by Selling Agent, but when so countersigned and accepted, shall be binding on Producer.

5. Producer, if a corporation, represents that its officers are duly authorized to execute this agreement in its behalf, and that it has the necessary corporate authority to subscribe for and hold the stock of Selling Agent.

Dated at ——, this — day of ——, 1932.

—— ——, Producer, by —— ——, Its ——.

Countersigned for and on behalf of Producer by —— ——.

Accepted by Selling Agent this — day of ——, 1932.

By —— ——, Its ——.

[fol. 1021] Statement of Rights of Preferred Stock to be Recommended to the Board of Directors

The holders of the preferred stock shall be entitled to receive cumulative dividends, as and when declared by the Board of Directors, out of the annual net profits of the Corporation, or out of its net assets in excess of its capital as determined pursuant and subject to the provisions of the General Corporation Law of the State of Delaware, at the rate of seven percentum (7%) per annum, payable first on December 31, 1932, and thereafter on June 30 and December 31 of each year before any dividends shall be declared or paid upon or set apart for the common stock. The corporation through its Board of Directors, may from time to time redeem the whole or any part of the preferred stock at the price of One Hundred Dollars ($100.00) per share, plus accumulated and unpaid dividends, on June 30, 1933, or any dividend day thereafter. The notice of such redemption shall be mailed to the holder of the stock to be redeemed not less than thirty (30) days prior to the date upon which the stock is to be redeemed, at his address as it appears upon the books of the corporation. In the event that less than all of the outstanding preferred stock of the corporation is to be redeemed, the amount to be redeemed and the method of effecting such redemption, whether by lot or pro-rata or otherwise, may be determined by the Board of Directors. On and after the date fixed for such redemption, the holders of shares so called for redemption shall cease to be entitled to any further dividends and the respective holders thereof shall have no right or interest thereon or therein, by reason of the ownership of such shares, except to receive the said redemption price, as a debt without interest, upon presentation and surrender of their certificates therefor. In case of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, and after payment of all the debts of the corporation, the assets of the corporation shall first be applied to the payment of the preferred stock at par, plus an amount equal to arrearages of dividends, and the remainder shall be distributed among the holders of the common stock, share and share alike. Subject to the General Corporation

Whereas, the undersigned producer, hereinafter called Producer, desires to subscribe for stock of Selling Agent on such plan, and as a basis thereof represents that its "annual production capacity" at its mines at ——, in the State of —— is — net tons of coal, and that it (will) (will not) appoint a sub-agent for the sale of its coal to be handled by Selling Agent:

It is agreed:

1. Producer hereby subscribes and agrees to pay for stock in Selling Agent, as follows:

— shares of common @ $1.00 per share, $—.

— shares of preferred @ $100.00 per share, $—.

2. The price of the common stock and 20% of the price of the preferred stock, herein subscribed for, shall be paid to Selling Agent immediately upon acceptance by it of this subscription. The balance of the preferred stock shall be payable in installments of not more than 20% each, when and where same shall be called by the Board of Directors of Selling Agent, but in no event shall installments be called for payment at less than thirty day intervals.

3. Common stock shall be subject to the option of Selling Agent to repurchase same, as provided in the By-Laws of Selling Agent, and Producer hereby grants such option to Selling Agent on all and every part of such shares herein subscribed for.

[fol. 1020] 4. This subscription contract shall not be binding upon Producer unless and until the same is countersigned at the place indicated herein by any one of the following persons, each of whom is hereby authorized to countersign the same for and on behalf of Producer: —— ——, and is accepted by Selling Agent, but when so countersigned and accepted, shall be binding on Producer.

5. Producer, if a corporation, represents that its officers are duly authorized to execute this agreement in its behalf, and that it has the necessary corporate authority to subscribe for and hold the stock of Selling Agent.

Dated at ——, this — day of ——, 1932.

—— ——, Producer, by —— ——, Its ——.

Countersigned for and on behalf of Producer by —— ——.

Accepted by Selling Agent this — day of ——, 1932.

By —— ——, Its ——.

[fol. 1021] Statement of Rights of Preferred Stock to be Recommended to the Board of Directors

The holders of the preferred stock shall be entitled to receive cumulative dividends, as and when declared by the Board of Directors, out of the annual net profits of the Corporation, or out of its net assets in excess of its capital as determined pursuant and subject to the provisions of the General Corporation Law of the State of Delaware, at the rate of seven percentum (7%) per annum, payable first on December 31, 1932, and thereafter on June 30 and December 31 of each year before any dividends shall be declared or paid upon or set apart for the common stock. The corporation through its Board of Directors, may from time to time redeem the whole or any part of the preferred stock at the price of One Hundred Dollars ($100.00) per share, plus accumulated and unpaid dividends, on June 30, 1933, or any dividend day thereafter. The notice of such redemption shall be mailed to the holder of the stock to be redeemed not less than thirty (30) days prior to the date upon which the stock is to be redeemed, at his address as it appears upon the books of the corporation. In the event that less than all of the outstanding preferred stock of the corporation is to be redeemed, the amount to be redeemed and the method of effecting such redemption, whether by lot or pro-rata or otherwise, may be determined by the Board of Directors. On and after the date fixed for such redemption, the holders of shares so called for redemption shall cease to be entitled to any further dividends and the respective holders thereof shall have no right or interest thereon or therein, by reason of the ownership of such shares, except to receive the said redemption price, as a debt without interest, upon presentation and surrender of their certificates therefor. In case of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, and after payment of all the debts of the corporation, the assets of the corporation shall first be applied to the payment of the preferred stock at par, plus an amount equal to arrearages of dividends, and the remainder shall be distributed among the holders of the common stock, share and share alike. Subject to the General Corporation

Laws of Delaware, the voting power shall vest exclusively in the holders of the common stock.

[fol. 1022] Suggested Form for Minutes of Board of Directors' Meeting Authorizing Execution of Agreement with Smokeless Coal Corporation

Minutes of Meeting of the Board of Directors of the —— Coal Company Duly Called and Held at the Company's Office in —— at — o'clock — M. on the — day of ——, 1932.

There were present directors —— —— and —— —— being more than the number necessary for a quorum. Mr. —— —— presided and Mr. —— —— acted as Secretary of the Meeting.

Mr. —— —— presented to the meeting a copy of the Charter and suggested form of the By-Laws of the Smokeless Coal Corporation and explained the plans and purposes of that organization. He also presented printed form of contract proposed to be entered into between said Smokeless Coal Corporation and coal producers, which form of contract, with accompanying exhibits that are made a part of it, was read in full.

Thereupon, after due consideration, it was, on motion, made, seconded and unanimously carried.

Resolved, that the appropriate officers of this Company are hereby authorized and directed to enter into a sales agency agreement, in duplicate, with the said Smokeless Coal Corporation substantially in the form above mentioned, after filling in the blanks, and to execute said contract in the name and, if required, under the seal of this Company; and

Resolved further that the appropriate officers of this Company are hereby authorized and directed to subscribe for — shares of the Common Stock and — shares of the Preferred Stock of Smokeless Coal Corporation and to that end to execute in the name of this Company, and, if required, under its corporate seal, the forms of stock subscription paper submitted by the Smokeless Coal Corporation.

Resolved further that each of the following persons, namely, —— —— is hereby authorized to countersign for

and on behalf of this Company the said Sales Agency Agreement with said Smokeless Coal Corporation and said Stock Subscription Agreement for stock of said Smokeless Coal Corporation.

[fol. 1023] RIDER B

(Copy)

February 10th, 1932.

Smokeless Coal Operators of Southern West Virginia.

GENTLEMEN: Following our Washington meeting on January 19th and 20th, your Committee proceeded promptly to carry forward the program as outlined at that meeting. Charter was procured in Delaware for Smokeless Coal Corporation. By-Laws and contracts were revised, the plan in its entirety was submitted to Colonel Donovan and his favorable opinion obtained as to its legality, and plans formulated for the holding of a general operators' meeting in Washington on February 9th. On the day that your Committee met in New York to draft final plans for this meeting, we received word of the opinion of the Department of Justice to the effect that there was sufficient doubt as to the legality of the plan to make it desirable to submit the question to the Courts.

The opinion of the Attorney General was on the plan of Appalachian Coals, Inc., and we have been advised that this company will proceed to have the legality of its actions passed on by the Courts. They are going to ask the Department of Justice to be allowed to submit their plan to the proper court at the very earliest date possible, and, as you know, have been advised by the Department of Justice that the Department will co-operate to the utmost to have the question speedily settled by the Courts.

Your Committee has kept in close touch with the plans of Appalachian Coals, Inc., for presenting their case and for determining the question of its legality. We believe that a decision in their case will be equally applicable to our legal questions Counsel advise that we should not complete our organization until the Appalachian case has been presented in Court. Work is actively being done to prepare the Appalachian Coals, Inc., case. It will be ex-

pedited and a decision is hoped for in May and certainly before adjournment of the present session of the Supreme Court. Your Committee will actively co-operate in the presentation of the case of Appalachian Coals, Inc. We are pleased that the situation has so developed that we will be able to get an opinion from the Supreme Court at an early date and before completing our organization, as we will then have behind us any question of interruption of operation.

Your committee still feels that the plan we are working on is the best one for us to pursue and one that will save us from demoralization. We are encouraged over the prospect of perfecting an organization in the Smokeless field with sufficient tonnage to make it a complete success.

Most sincerely yours, T. B. Davis, Chairman; O. L. Alexander, W. G. Caperton, O. M. Deyerle, C. E. Dunlap, R. H. Gross, R. H. Knode, P. M. Snyder, J. P. Williams, Jr., Committee..

[fol. 1024] RIDER C

Plan of Organization of Northern Coals, Inc

For Consideration at a Meeting of Operators to be Held in Cleveland, Ohio, on March 8, 1932

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[fol. 1026] General Statement

There are submitted herewith for your consideration the following documents:

1. Form of Charter for a Sales Company to be known as "Northern Coals, Inc."
2. Tentative draft of By-laws for such company.
3. Form of Agreement between the Producer and the Selling Agent.
4. Form of Agreement between the Selling Agent and the Sub-Agent.
5. Form of Stock Subscription Agreement.
6. Form of Minutes authorizing the procedure herein involved.

As you undoubtedly know, an attempt is being made by the Bituminous coal industry to set its house in order and the plan quite universally favored is that built around a Central Sales Agency. The hope of this group is to bring together all producers having mines in Ohio and in the West Virginia Panhandle District. To do this a Selling Company to be known as "Northern Coals, Inc" is to be incorporated under the laws of Delaware with a Charter and By-laws such as are suggested herewith. As will be seen therefrom, eight directors are to be elected by stockholders from the six principal groups in the district. These eight directors are authorized to increase the size of the Board to fifteen and elect the additional seven members at large.

The basis of subscriptions for stock of the Selling Company is as follows:—Each producer joining in the plan shall subscribe and pay One Dollar ($1.00) per share for one share of common stock, plus as many addional shares as its "Rated Capacity," as set forth in paragraph "Fourth" of the Sales Agency Agreement, amounts to on the basis of one share for each 10,000 tons, or major fraction thereof, over 10,000 tons. In addition to said common stock each producer shall subscribe and pay for preferred stock at One Hundred Dollars ($100.00) per share on the following basis, to-wit:—One share for each 800 net tons, or major fraction thereof, of the producer's Rated Capacity," provided [fol. 1027] that, if the producer expects to appoint a Sub-Agent or Agents, the producer shall subscribe for and purchase only one-tenth of the foregoing amount of preferred

stock. Common stock is to be paid for in cash, whereas preferred stock is to be paid for twenty per cent (20%) in cash and the balance in installments of twenty per cent (20%) each, callable not oftener than at 30 day intervals. In the discretion of the Board of Directors notes may be accepted in place of cash payments for preferred stock.

Attention is directed to the fact that in the form of Contract submitted "Rated Capacity," which is the basis of allocation of tonnage by classifications, is initially arrived at as to operating properties by multiplying by four the maximum shipments during any three consecutive months in the three years 1929, 1930, and 1931, and deducting from that what is known as "Captive Tonnage." To illustrate—if the largest tonnage which a producer has shipped from all its mines in any three consecutive months during said three year period was 250,000 tons, then its "Rated Capacity" would be 1,000,000 tons if it shipped no coal consumed by an industry or railroad which owned or controlled its mines, or which was owned or controlled by the producer or its parent or subsidiary company. If such producer is shipping "Captive Tonnage" of 250,000 tons then its "Rated Capacity" is reduced to 750,000 tons.

If there is not sufficient business to absorb the total "Rated Capacity" of all producers, what business there is is pro-rated among all so that all producing the same classifications of coal will over a yearly period have approximately the same running time. In this connection, please not that pre-existing contracts are to be counted against each producer's allotment, although the selling price is not to be taken into consideration in determining the average selling price for that classification of coal and the full selling price, without deduction of any commission, is to be returned to the producer.

One exception to equality of running time is made, and that is in the case of "Railroad Fuel," which is not deducted from "Rated Capacity," but is premitted to be shipped in addition to the allotment based on "Rated Capacity." Except in the case of shipments made on pre-existing contracts, the producer is settled with on the aver-[fol. 1028] age selling price for each grade in each classification in which he ships, less ten per cent (10%) thereof by way of commission.

The form of Contract as drafted provides for both signatures and counter-signatures. It is requested that all producers sign their Contracts and Subscription Blanks in duplicate and mail at once to D. F. Hurd, Secretary of Ohio Coal Operators' General Committee, 310 Chester-Twelfth Building, Cleveland, Ohio. Same will not become effective unless and until on a day set the Contracts and Subscription Blanks have been counter-signed on behalf of the producers, so as to make same effective. At such time the cash payments due on Common Stock Subscriptions are to be made.

Ohio Coal Operators' General Committee, by H. L. Findlay, Chairman.

February 25, 1932.

[fol. 1029] Certificate of Incorporation of Northern Coals, Inc.

First. The name of the corporation is Northern Coals, Inc.

Second. Its principal office in the State of Delaware is located at No. 106 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

Third. The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To mine coal on its own or leased premises; to buy and/or sell coal, as principal, in its own name and for itself, and/or as agent for others, for commissions or other remuneration; to buy or sell coal lands, mineral lands, mining rights; to purchase, own, sell and develop, lease, work and operate, coal mines, coal lands, mineral lands, mining rights and coal property; to own and/or lease and operate coal yards, depots, and docks, and to engage in and to conduct a general merchandising business; to carry on the businesses of coal mining and merchandising in all of their branches, and to manufacture and sell coke and its by-products.

To institute, prosecute and develop research work for the purpose of increasing and broadening the use of coal and coal products, and to advertise the same.

To take, acquire, buy, hold, own, manage, finance, work, develop, sell, convey, rent, lease, mortgage, exchange, im-

prove, and otherwise operate and deal in and dispose of real estate and buildings, or any interest or rights therein, without limit as to amount; to erect, construct and alter buildings and other structures; to make and enter into any and all manner and kind of contracts, agreements and obligations by or with any person or persons, corporation or corporations, and with or by this corporation, for the erection, construction, equipment, improvement, working, development, leasing, renting, repairing, management or control of any building and edifice of any kind whatsoever.

[fol. 1030] To conduct and carry on the business of builders and contractors for the purpose of building, erecting, altering, repairing or doing any other work in connection with any and all classes of building and improvements of whatever kind and nature, including the building, rebuilding, alteration and repair of houses, factories, works and erections and the building and repair of bridges, and to buy and sell and deal in roofing materials, building materials, including paints and oils, steel and iron and glass, and to do and perform any and all works as builders and contractors, and with that end in view to solicit, obtain, make and perform contracts covering the building and contracting business.

To acquire by purchase, subscription, contract or otherwise, to hold for investment or otherwise, to sell, exchange, pledge or otherwise dispose of, or turn to account or realize upon, and generally to deal in and with stocks, bonds and other evidences of indebtedness, and any and all other securities issued or created by corporations, associations, partnerships, firms, trustees, syndicates, individuals, governments, states, municipalities or other political or governmental divisions or subdivisions, or by any combinations, organizations or entities whatsoever, or issued or created by others, irrespective of form or the name by which they may be described, and all trust, participation and other certificates of, and receipts evidencing, interest in any such securities and any and all personal property of every kind and description and wheresoever situated.

To borrow money and to issue bonds, debentures, notes, or other obligations or securities of the corporation from time to time for any of the objects or purposes of the corporation, and to secure the same by mortgage, lien, pledge, deed of trust or otherwise. To loan money, and to act as

agent or factor for any person, partnership, or corporation.

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and [fol. 1031] property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation, and to become surety and/or guarantor on the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To organize and conduct a credit bureau, or bureaus, and to exchange credit information with others.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further

that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and per- [fol. 1032] sonal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony, or Country.

To do any and/or all the things authorized to be done, through and by an agent, and, where the corporation is itself acting as agent, to name, designate, and appoint sub-agents to act for it and in its stead, in the performance and doing of any of the things it is authorized to do as agent.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to, and to do any or all of the things hereinbefore set forth, to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses, shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

Fourth. The total number of shares of stock which the corporation shall have authority to issue is nine thousand (9000), of which five thousand (5000) shares shall be common stock, of the par value of One Dollar ($1.00) each, and four thousand (4000) shares shall be preferred stock, of a par value of One Hundred Dollars ($100.00) each. The voting power for all corporate purposes shall be vested in the common stock exclusively, and each share shall be entitled to one (1) vote. The holders of the preferred stock shall be entitled to receive dividends, when and as declared by the Board of Directors, out of the annual net profits of the corporation or out of its net assets in excess of its capital as determined pursuant and subject to the provisions of the

General Corporation Law of the State of Delaware, at the rate of seven per cent (7%) per annum, and no more, payable first on December 31, 1932, and thereafter on June 30th and December 31st of each year. Such dividends on the preferred stock shall be payable before any dividends shall [fol. 1033] be paid upon, or set apart for, the common stock, and shall be cumulative, so that if in any semi-annual dividend period dividends at the rate of seven per cent (7%) per annum shall not have been paid upon, or set apart for, the preferred stock, the deficiency shall be fully paid or set apart, but without interest, before any dividends shall be paid or declared upon the common stock. The corporation, through its Board of Directors, may from time to time redeem the whole or any part of the preferred stock at the price of One Hundred Dollars ($100.00) per share, plus accumulated and unpaid dividends, on June 30, 1933, or any dividend day thereafter. The notice of such redemption shall be mailed to the holder of the stock to be redeemed not less than thirty (30) days prior to the date upon which the stock is to be redeemed at his address as it appears upon the books of the corporation. In the event that less than all of the outstanding preferred stock of the corporation is to be redeemed, the amount to be redeemed and the method of effecting such redemption, whether by lot or pro-rata, or otherwise, may be determined by the Board of Directors. On and after the date fixed for such redemption, the holders of shares so called for redemption shall cease to be entitled to any further dividends and the respective holders thereof shall have no right or interest thereon or therein, by reason of the ownership of such shares, except to receive the said redemption price, as a debt without interest, upon presentation and surrender of their certificates therefor. In case of liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, and after payment of all the debts of the corporation, the assets of the corporation shall first be applied to the payment of the preferred stock at par, plus an amount equal to arrearages of dividends, and the remainder shall be distributed among the holders of the common stock, share and share alike. Authority is hereby expressly granted to the Board of Directors, by resolution or resolutions, to determine the additional powers, preferences and rights, and the qualifications,

limitations, or restrictions thereof not in conflict with the provisions of this paragraph or in derogation of the rights of common stock as herein set out, pertaining to the Preferred Stock, and subject to which the same shall be issued. [fol. 1034] The By-laws of the corporation, or the Board of Directors by resolution, may, in the issuance of common stock, reserve to the corporation the option to repurchase such stock at its book value upon such contingency or contingencies as may be therein set out; provided, however, that no such option shall extend for a period of more than twenty years from the date of original issuance of such stock. The By-laws, or the Board of Directors by resolution, may further provide for the protection of the said option or options by prohibiting the transfer on the books of the corporation of any share or shares or certificate or certificates representing the same unless the holder or holders thereof shall have first offered the same to the corporation in accordance with the option agreement. If the exercise of such option or options by the corporation would at the time it shall have the right to exercise the same operate to impair its capital, the corporation may assign the option or options to any other record holder or holders of common stock selected by the Board of Directors. Any option so reserved by the corporation shall be printed on the face or reverse side of the certificate representing the shares subject thereto.

Fifth. The amount of capital with which the corporation will commence business is One Thousand Dollars ($1,000.00).

Sixth. The names and places of residence of the incorporators are as follows:

Names	Residences
C. S. Peabbles	Wilmington, Delaware
L. E. Gray	Wilmington, Delaware
L. H. Herman	Wilmington, Delaware

Seventh. The corporation is to have perpetual existence.

Eighth. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

Ninth. The property and business of this corporation shall be managed by its Board of Directors, not less than five and not more than fifteen in number. Eight of said Directors shall be elected by the stockholders at the annual meeting of the stockholders, and each Director shall be elected for the term of one year, and until his successor shall be elected and shall qualify.

[fol. 1035] The Directors shall have power, from time to time, and at any time when the stockholders, as such, are not assembled in a meeting, regular or special, to increase their own number to not more than fifteen, and forthwith to appoint and elect any other person or persons to be Directors to hold office until the next annual election, and until their successors are elected and qualified.

In case of an increase in the Board of Directors between annual elections by the stockholders, the newly created directorships shall be, and are construed as, vacancies until the next annual election, to be filled forthwith by vote of a majority of the Board.

Tenth. In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make and alter the By-laws of the corporation, except where and to the extent that the By-laws themselves shall provide otherwise.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purposes, or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole board, to designate one or more committees, each committee to consist of five or more of the Directors of the corporation, which, to the extent provided in said resolution or resolutions or in the By-laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or

names as may be stated in the By-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power, given at a stockholders' meeting duly [fol. 1036] called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority to sell, lease, or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions, and for such consideration, which may be in whole or in part shares of stock in, and/or other securities, of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

The corporation may in its By-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

Eleventh. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 3883 of the Revised Code of 1915 of said State, or on the application of trustees in dissolution, or of any receiver or receivers appointed for this corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors, or class of creditors and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a

consequence of such compromise or arrangement, the said compromise or arrangement and said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

[fol. 1037] Twelfth. Both stockholders and directors shall have power, if the By-laws so provide, to hold their meetings, and to have one or more offices, within or without the State of Delaware, and to keep the books of this corporation (subject to the provisions of the statutes), outside of State of Delaware, at such places as may be from time to time designated by the Board of Directors.

Thirteenth. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Fourteenth. No holder of any class of stock shall have the preemptive right to subscribe to, or to purchase, any additional stock of the corporation of any or all classes, whether herein or hereafter authorized.

Fifteenth. The By-laws may provide for the division of the common shareholders into Regional Groups to be therein defined, but not to exceed six in number, and for the election, under such rules and regulations as may be prescribed in the By-laws, of one or more Directors from nominees proposed by each such group.

(Attestation clause, signatures, seals and acknowledgment, being purely formal, are omitted.)

[fol. 1038] Northern Coals, Inc.

By-Laws

Offices

1. The principal office shall be in the City of Wilmington, County of New Castle, State of Delaware, and the name of the resident agent in charge thereof is The Corporation Trust Company.

2. The corporation may also have an office in the City of Cleveland, Ohio, and also offices at such other places as the Board of Directors may from time to time appoint, or the business of the corporation may require.

Seal

3. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed, reproduced, or otherwise.

Stockholders' Meetings

4. All meetings of the stockholders shall be held at the office of the corporation in Cleveland, Ohio, unless the notice of such meeting shall designate some other place, which may be done. The Board may also designate such other place or places as it may deem proper for the location of the office or offices of the corporation, at which stockholders' meetings may be held.

5. The annual meeting of the stockholders after the year 1932 shall be held on the third Thursday in February in each year, if not a legal holiday; and, if a legal holiday, then on the next secular day following, at 11:00 o'clock A. M., when they shall elect by a plurality vote, by ballot, as elsewhere herein provided, a Board of Directors, and transact such other business as may properly be brought before the meeting.

6. The holders of a majority of the stock issued and outstanding, and entitled to vote thereat, present in person, or represented by proxy, shall be requisite to and shall constitute a quorum at all meetings of the stockholders for the [fol. 1039] transaction of business, except as otherwise provided by law, by the certificate of incorporation or by these By-laws. If, however, such majority shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of voting stock

shall be present. At such adjourned meeting, at which the requisite amount of voting stock shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

7. At any meeting of the stockholders, every holder of common stock having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation, and except where the transfer books of the corporation shall have been closed or a date shall have been fixed as a record date for the determination of its stockholders entitled to vote, no share of stock shall be voted on at any election for directors which shall have been transferred on the books of the corporation within twenty days next preceding such election of directors.

8. Written notice of the annual meeting shall be mailed to each stockholder entitled to vote thereat at such address as appears on the stock book of the corporation, at least ten days prior to the meeting.

9. A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the residence of each, and the number of voting shares held by each, shall be prepared by the Secretary and filed in the office where the election is to be held, at least ten days before every election, and shall at all time, during the usual hours for business, and during the whole time of said election, be open to the examination of any stockholder.

[fol. 1040] 10. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute, may be called by the President at any time; and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request

shall state the purpose or purposes of the proposed meeting.

11. Business transacted at all special meetings shall be confined to the objects stated in the call.

12. Written notice of a special meeting of stockholders, stating the time and place and object thereof, shall be mailed at least seven days before such meeting, to each stockholder entitled to vote thereat, at such address as appears on the books of the corporation.

Directors

13. The property and business of this corporation shall be managed by its Board of Directors, not less than five nor more than fifteen in number. Until otherwise provided, there shall be eight Directors. They shall be elected by the holders of common stock at the annual meeting of the stockholders, in the manner herein specified, and each Director shall be elected for the term of one year, and until his successor shall be elected and shall qualify.

In order to promote the chief business of the corporation, that of dealing in coal, it is desirable to have all of the regions from which the corporation obtains coal represented on its Board of Directors. Therefore, the common stockholders of this corporation are hereby divided into six Regional Groups, namely: No. 8, Hocking, Middle, Pomeroy, Cambridge and West Virginia Panhandle, each group being composed of stockholders operating mines in the region bearing the name of that group. Each of the said groups shall have the right to submit to each annual meeting of the stockholders a list of nominees for directors for the ensuing year. If such nominees be named, two Directors shall be elected by the stockholders from the No. 8 Group, two Directors shall be elected by the stock- [fol. 1041] holders from the Hocking Group, and one Director shall be elected by the stockholders from the Cambridge, Middle, Pomeroy, and West Virginia Panhandle Groups, respectively, making eight Directors to be elected by groups. In the absence of such list of nominees from any group, the Directors who would otherwise have been chosen therefrom shall be nominated and elected by the stockholders at the meeting.

The Directors shall have power, from time to time, and at any time, when the stockholders as such are not assembled in a meeting, regular or special, to increase their own number to not more than fifteen, and forthwith appoint and elect any other person or persons to be directors to hold office until the next annual election, and until their successors are elected and qualified.

In case of an increase in the Board of Directors between the annual elections by the stockholders, the newly created directorships shall be, and are construed as, vacancies until the next annual election, to be filled forthwith by vote of a majority of the Board.

If the incorporators shall elect less than fifteen Directors, then the number so elected may act as a Board of Directors, and a majority thereof shall constitute a quorum.

14. The Directors may hold their meetings and have one or more offices and keep the books of the corporation, except the original or public stock ledger, outside of the State of Delaware, at the office of the corporation in the City of Cleveland, Ohio, or such other place or places as they may, from time to time determine.

15. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual election and until a successor or successors have been duly elected, unless sooner displaced.

16. In addition to the powers and authorities by these By-laws expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation, or by these By-laws, directed or required to be exercised or done by the stockholders.

[fol. 1042] Committees of Directors

17. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each committee to consist of five

or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions, shall have, and may exercise, the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. All committees shall keep regular minutes of their proceedings and report the same to the Board when required.

18. Directors, as such, shall not be paid anything for services or for expenses; provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Meetings of the Board

19. The newly elected Board may meet at such place and time, either within or without the State of Delaware, as shall be fixed by the vote of the stockholders at the annual meeting, for the purpose of organization or otherwise, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a majority of the whole Board shall be present; or they may meet at such place and time as shall be fixed by the consent in writing of all the Directors.

20. Regular meetings of the Board shall be held once in each month, and may be held without notice at such time and place, either within or without the State of Delaware, as shall from time to time be determined by the Board.

21. Special meetings of the Board may be called by the President on three days' notice to each director, either personally or by mail, or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice, on the written request of two directors.

[fol. 1043] 22. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of

Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation or by these By-laws.

Officers

23. The officers of the corporation shall be chosen by the Directors, at their first meeting after each annual meeting of stockholders, and shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, none of whom except the President need be a Director. The Board of Directors may also choose Assistant Secretaries, Assistant Treasurers, Auditors and such other officers as to it seems advisable, who shall hold their offices for such terms, and shall exercise such powers and perform such duties, as shall be determined from time to time by the Board. The Secretary and Treasurer may be the same person, and any Vice President may hold at the same time the office of Secretary or Treasurer.

24. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

25. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant, for any reason, the vacancy shall be filled by the affirmative vote of a majority of the whole Board of Directors.

The President

26. The President shall be the chief executive officer of the Corporation; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation; and he shall be ex officio a member of all standing [fol. 1044] committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Vice-Presidents

27. The Vice Presidents, in the order of their seniority, shall, in the absence or disability of the President, perform

the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

The Secretary and Assistant Secretaries

28. The Secretary shall attend all sessions of the Board and all meetings of the stockholders, and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in same custory the seal of the corporation, and, when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

29. The Assistant Secretaries, in the order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Directors shall prescribe.

The Treasurer and Assistant Treasurers

30. The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

31. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for [fol. 1045] such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

32. He shall give the corporation a bond, if required by the Board of Directors, in a sum, and with one or more

sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property, of whatever kind, in his possession or under his control, belonging to the corporation.

33. The Assistant Treasurers, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Duties of Officers May Be Delegated

34. In case of the absence of any officer of the corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the entire Board concurs therein.

Certificates of Stock

35. The certificates of both common and preferred stock shall be numbered separately, and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name, and number of shares, and the kind of stock, whether common or preferred, together with all the specific provisions and conditions under which it is issued, prescribed by the statutes, by the charter, by the By-laws, and/or resolutions of the Board of Directors, and shall be signed by the President, or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. If the corporation has a transfer agent or an assistant transfer agent, or a transfer clerk, acting on its behalf, and a registrar, the signature of any such officer may be facsimile.

[fol. 1046] Option to Repurchase Common Stock

36. In selling, disposing of, or issuing common stock of the corporation, the Board of Directors shall reserve to the corporation the option to repurchase the same, upon the happening of any one of the following contingencies,

at the book value of said stock as shown by the balance sheet of the corporation last preceding the exercise of the option: (a) if the corporation shall cease to be the exclusive selling agent of the holder of such stock for all coal produced by the holder in any of the groups mentioned in section 13 hereof, or (b) if he shall cease to produce coal, or (c) shall violate any present or future contract which he may have with the corporation, or (d) if title to the shares of the holder, or any of them, shall, either voluntarily or involuntarily, pass to another. Such option may be accepted by the corporation as to all or any number of the shares subject thereto at any time after any such event, but not later than thirty days after the certificate or certificates for such shares are presented to the corporation for transfer, nor in any event later than twenty years from the date of the original issuance of the shares subject thereto, by mailing a written acceptance to the holder at his address as shown on the books of the corporation.

If the exercise of such option or options by the corporation would operate to impair its capital, the corporation may assign the option or options to any other record holder or holders of common stock selected by the Board of Directors. Options so reserved by the corporation shall be printed on the face or reverse of the certificate representing the shares subject thereto.

No share of common stock shall be transferred on the books of the corporation to the name of any person, whether outright or as pledgee, so long as such option remains in force or contrary to the provisions hereof.

Transfers of Stock

37. Transfers of stock shall be made on the books of the corporation only by the person named in the certificate, or by attorney, lawfully constituted in writing, and upon surrender of the certificate therefor.

[fol. 1047] Closing of Transfer Books

38. The Board of Directors shall have power to close the stock transfer books of the corporation for a period not exceeding forty days preceding the date of any meeting of stockholders, or the date for payment of any dividend, or the date for the allotment of rights, or the date when any

change or conversion, or exchange of capital stock shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding forty days preceding the date of any meeting of stockholders or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividends, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Registered Stockholders

39. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

Lost Certificate

40. Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that [fol. 1048] fact, and advertise the same in such manner as the Board of Directors may require, and the Board of Directors may, in its discretion, require the owners of the lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such sum as it may direct not exceeding double the value of the stock, to indemnify the corporation against any claim that may be made against it on account of the alleged loss of any such certificate. A

new certificate of the same tenor and for the same number of shares as the one alleged to be lost or destroyed may be issued without requiring any bond when, in the judgment of the Directors, it is proper so to do.

Waiver by Holders of Common Stock of the Right to Purchase and Have Additional Stock

41. In case of future increase in the number of shares of stock, or in case of the issuance of any shares of stock of any class now authorized by the certificate of incorporation but not already subscribed for or sold, the holders of both common and preferred stock at that time waive their right to participate in such increase or such issuance, and the same may be sold as the Board of Directors may deem proper.

Checks

42. All checks or demands for money and notes of the corporation shall be signed by any two officers, or other persons, from among those whom the Board of Directors may from time to time designate for that purpose.

Fiscal Year

43. The fiscal year shall begin the first day of January in each year.

Dividends

44. Dividends upon the capital stock of the corporation subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock.

[fol. 1049] 45. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends, such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors shall think conducive to the interests of the corporation, and the Directors may abolish any such reserve in the manner in which it was created.

Directors' Annual Statement

46. The Board of Directors shall present at each annual meeting, and when called for by vote of the stockholders at any special meeting of the stockholders, a full and clear statement of the business and condition of the corporation.

Notices

47. Whenever under the provisions of these By-laws notice is required to be given to any Director, officer or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the Post Office or letter box, in a postpaid sealed wrapper, addressed to such stockholder, officer or director, at such address as appears on the books of the corporation, or, in default of other address, to such director, officer, or stockholder, at the General Post Office in the City of Wilmington, Delaware, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

48. Any stockholder, director, or officer may waive any notice required to be given under these By-laws.

Amendments

49. These By-laws may be altered, amended, or repealed by the affirmative vote of a majority of the stock issued and outstanding, and entitled to vote thereat, at any regular or special meeting of the stockholders, if notice of the proposed alteration or amendment or repeal be contained in the notice of the meeting, or by the affirmative vote of a majority of the Board of Directors, at any regular or special [fol. 1050] meeting of the Board, if notice of the proposed alteration or amendment be contained in the notice of the meeting; provided, however, that no change of the time or place for the election of directors shall be made within sixty days next before the day on which such election is to be held, and that in case of any change of such time or place, notice thereof shall be given to each stockholder in person or by letter mailed to his last known Post Office address at least twenty days before the election is held; and provided further that the Board shall not have power to amend or alter sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 23, 26, 27, 35, 36, 37, 39, 40, 41, 46, 47, 48 and 49 of these By-laws.

[fol. 1051] Form of Agreement to be Entered Into Between Individual Coal Producers and Northern Coals, Inc., as Selling Agent

Agreement, made this — day of ——, 1932, by and between —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Producer," and Northern Coals, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called the "Selling Agent", Witnesseth:

Whereas the Producer is the owner of certain coal mines located at —— and ——, in the State of ——, and is engaged in the mining and production of coal; and

Whereas the Selling Agent is entering into the business of buying and selling coal and of selling and distributing coal on a commission basis for various Producers operating in the State of Ohio and in the Panhandle District of the State of West Virginia, which producing territory is hereinafter referred to generally as the "Ohio District," and is prepared to sell and distribute on a commission basis coal of the kind and character produced by the Producer; and

Whereas this agreement is one of a number of identical or substantially similar agreements between other coal Producers operating in said district and the Selling Agent;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant and agree as follows:

First. As a matter of information to the Selling Agent with respect to the ability of the Producer to produce coal, the Producer represents that during the calendar years 1929, 1930, and 1931, the average annual shipments and sales of the Producer were — net tons; and that in the normal course of business the Producer's mines are of suffi-
[fol. 1052] cient capacity to maintain that rate of annual shipments during the period of — years. The three consecutive months of largest shipments during the years 1929, 1930, and 1931, were ——, ——, and ——, 19—, and the total shipments for said three months' period were — net tons. A list of the Producer's mines is attached hereto, marked "Schedule A," showing the date when each was developed, the shipments from each said mine in each of the

calendar years 1929, 1930, and 1931, and the remaining recoverable tonnage in the land owned or leased by the Producer adjacent and available to same.

Second. The Producer hereby appoints the Selling Agent as its exclusive Agent for the sale of the coal produced by it in its mines located at —— and ——, in the State of ——, and the Selling Agent hereby accepts the appointment as such Selling Agent, all on the terms and conditions hereinafter contained; provided, however, that the Producer hereby expressly reserves from the terms of this Agreement such coal as may be produced and used by it in the operation of its mines, or which it may furnish or sell to its employees for their use, or which remains to be delivered on contracts now in force and not yet completed at the date of the taking effect of this Agreement, a list of which contracts with informative data is attached hereto and marked "Schedule B," or which comes under the classification of "Captive Tonnage," as hereinafter defined.

Third. The parties hereto agree that, as soon as may be after the taking effect of this Agreement, the Selling Agent will establish standard classifications for all coal which it sells as Agent, based upon the suitability of the coal for particular purposes, such as domestic coals, gas coals, by-product coals, metallurgical coals, and steam coals, and such other classifications as may be decided upon by the Selling Agent. These classifications shall give regard to chemical analysis, including (a) moisture, (b) volatile matter, (c) fixed carbon, (d) ash, (e) sulphur, (f) British Thermal Units, (g) fusion point of ash, and (h) structure and physical characteristics. The Selling Agent will also establish a standard classification of sizes for the various grades from the mines of each Producer whose coal it sells.

[fol. 1053] Pending the establishment and classification of grades of coal as above provided, the Selling Agent shall classify such coal as nearly as possible in accordance with the classification furnished by the Producer; and to this end the Producer shall furnish the Selling Agent with a statement for the years 1930 and 1931 showing, as far as practicable, the uses for which its coal was sold during those years, the chemical analysis of the coal from each mine, and for each grade of coal from each mine, the description and

sizes of the screens used at each mine, the number of tracks available, and showing the number of grades that can be made at one time and the percentage that each grade bears to the total mine run coal produced and screened.

As soon as established the Selling Agent shall give to the Producer written notice of the standard of classifications established by the Selling Agent, and at such time it shall, and at any subsequent time that it feels that a re-classification is needed it may, give to the Producer written notice of the classes in which the Selling Agent has placed the coal of the Producer, and if, within twenty days from the receipt of such notice, the Producer shall not make any objection thereto, the classification of the coal of the Producer so established shall be final and binding upon the Producer until a different classification of the coal of the Producer has been made by the Selling Agent. In the event that, within such initial period of twenty days or subsequently, but not more often than once in three months, the Producer shall give written notice to the Selling Agent that it objects to such classification of its coal, and specifies its objections, the Producer shall have the right to have a reclassification made of its coal, and, in the event that the parties cannot within 10 days agree upon such re-classification, the differences between them shall be settled and determined under the provisions of paragraph "Seventeenth" hereof. In the event that any change shall be made in the classification of the coal of the Producer established by the Selling Agent as the result of action taken by the Producer pursuant to this paragraph, all expenses in connection therewith shall be divided equally between the Producer and the Selling Agent, but, if no change shall be made in the classification, such expense shall be paid by the Producer.

[fol. 1054] Fourth. It is further understood and agreed by and between the parties hereto that the intent of this and other similar Contracts is to promote the orderly marketing of coal by discouraging competition of a destructive nature and preventing the waste of natural resources; and that the Selling Agent is obligated by this and other similar Contracts to use its best efforts to sell all of the coal which the Producer herein and the Producers named in said other contracts can produce, or so much thereof as the market will

justify, at the best possible prices obtainable, but at prices not prejudicial to the consumer-public interest and at such prices as will allow the Producer to pay its employees a fair and equitable wage and in addition thereto receive a fair and equitable return on its investment. The foregoing language is not intended to refer to coal expressly excluded from the operation hereof under paragraph "Second" above; furthermore, it is understood and agreed that the demand for coal of different grades, uses and classifications varies materially from season to season and from time to time, depending upon the industrial market and weather conditions; that at times there is a greater demand for coal suitable for certain purposes than at other times, and that, therefore, the Selling Agent will be able at times to sell particular classes of coal in greater quantities than it may be able to sell other classes of coal. When the demand is not sufficient to absorb such of the output of Producers represented by the Selling Agent as comes under the operation of this and similar Contracts, the participation as between the various Producers, as nearly as may be, shall be based upon the Producer's "Rated Capacity," arrived at as follows:

As to each mine operating upon the effective date of this Agreement, or which can be made ready to operate within thirty days thereafter, the largest shipments therefrom for any three months' period during the three calendar years 1929, 1930, and 1931, as stated in paragraph "First" above, shall be multiplied by four, and from this sum shall be deducted the amount of any so-called "Captive" tonnage, which shall be considered such tonnage as is consumed by an industry or railroad which owns or controls such mine, or which is owned or controlled by the Producer or its parent or subsidiary company. Such resulting tonnage of [fol. 1055] all mines of the Producer covered by this Agreement shall be added together and the total thereof shall be taken as the "Rated Capacity" of the Producer. It is agreed that such "Rated Capacity" may be increased or reduced during the term of this Agreement, as the result of actual performance for a period of at least three months hereunder, or because of the opening of new mines or the abandonment of mines by the Producer, or the placing of any mine or mines upon a double-shift basis, or for other

proper causes affecting the actual production capacity of the Producer's mine or mines.

If any mine has been shut down for such length of time that it cannot be made ready to operate within thirty days after the effective date of this Agreement, such mine when ready to open shall report to the Selling Agent its desire to re-open and negotiate with the Selling Agent a tentative rating which shall be effective for a period of three months, after which time said mine's "Rated Capacity" shall be determined on the basis of its ability to produce, as shown by its performance during said three months' period.

In the interest of efficiency of operation, a Producer having more than one mine with a rating may apply the total of its allotment among its mines at will, provided that any mine which is idle is properly maintained, that is, pumped, posted, developed, fully equipped and ready within thirty days to produce its "Rated Capacity." Affiliated Producers, to-wit, those controlled by the same interests, may make application to the Board of Directors of the Selling Agent for permission to be treated, and, upon the consent of said Board, may be treated, as one Producer in regard to all mines operated by them in respect of the foregoing provision relating to the application of allotment among mines in the interest of efficiency of operation. A "Rated Capacity" resulting in any part from double-shift operation may be retained only while said mine is actually operated on a double-shift basis, a proper adjustment of said "Rated Capacity" to be made by the Sales Agent immediately upon a mine ceasing to operate on said basis. No restrictions shall be placed upon the opening of new or additional capacity, excepting that the Producer must negotiate for an initial "Rated Capacity."

[fol. 1056] Within 10 days after the effective date of this Contract any Producer may apply to the Selling Agent for re-rating of any mine and the Selling Agent must within 20 days thereafter redetermine same and give written notice thereof to the Producer. The Selling Agent may also at any time, upon its own motion, re-rate any mine, thus changing the "Rated Capacity" of the Producer, giving written notice thereof to the Producer. If within 20 days from the receipt of any notice of a change in "Rated Capacity" the Producer shall not make any objection thereto, the rating of said mine or mines and the "Rated Capacity"

of the Producer so established shall be final and binding upon the Producer until a different "Rated Capacity" of the Producer has been determined by the Selling Agent. In the event that within such initial period of 20 days or subsequently, but not oftener than once in three months, the Producer shall give written notice to the Selling Agent that it objects to its "Rated Capacity" and specifies its objections, the Producer shall have the right to have its "Rated Capacity" re-examined and re-determined, and, in the event that the parties cannot within 10 days agree upon such "Rated Capacity," the differences between them shall be settled and determined under the provisions of paragraph "Seventeenth" hereof; it being understood that any change in "Rated Capacity" resulting from the application of a Producer therefor shall be effective from the date of the application therefor. In the event that any change shall be made in the "Rated Capacity" of the Producer as the result of application made therefor by the Producer pursuant to this paragraph, all expenses in connection therewith shall be divided equally between the Producer and the Selling Agent; but if in such case no change shall be made in the Producer's "Rated Capacity," all such expense shall be paid by the Producer.

Whenever the tonnage of coal required by the Selling Agent for delivery on its contracts of sale, together with the tonnage of coal required for delivery on contracts of the Producer and all other producers (reserved from the operation of this and similar Agreements under paragraph "Second" herein), but excepting therefrom so-called "Captive" tonnage and both originating line and off-line "Railroad Fuel" to be shipped by the Producer, is not sufficient [fol. 1057] to operate on a full-time basis the mines of all the Producers represented by the Selling Agent, then the participation of the Producer in the aggregate tonnage of coal required as aforesaid shall be such percentage of said aggregate tonnage as the aforesaid "Rated Capacity" of the Producer bears to the total "Rated Capacity" of all Producers whose coal is sold by the Selling Agent; it being understood, however, that these percentages are subject to variation due to variations in the sale of the different sizes, grades and qualities, classifications and seams of coal, as above set out; but that it is the purpose of

this and all similar Agreements that the Selling Agent shall, from time to time, over each annual period, as nearly as conditions will permit, all factors considered, give each Producer, as nearly as is reasonably possible, its pro-rata part of the available volume of business, excluding from said volume "Captive" tonnage and "Railroad Fuel" hereinbefore referred to and hereinafter more particularly explained.

The tonnage of coal, if any, which remains to be delivered by the Producer on contracts now in force and not yet completed at the effective date of this Agreement (reserved from the operation of this Agreement in paragraph "Second" herein) shall not be subject to the operation of this Agreement in any respect other than as in the perceding paragraph provided.

The tonnage of coal, if any, which is shipped by the Producer, either as originating line or off-line "Railroad Fuel," shall neither be charged against the "Rated Capacity" of the mine from which same is shipped, nor against the allotment of commercial tonnage to which said mine's Producer is entitled, but said "Railroad Fuel," through the Selling Agent, shall be shipped in addition to the Producer's allotment of commercial tonnage.

"Captive" tonnage shall be deducted from potential capacity in arriving at "Rated Capacity," and shall be excluded from the operation of this Agreement.

Fifth. The Selling Agent agrees that, subject to the terms of this Agreement, in so far as possible, it will sell the coal of the Producer in the markets, to the same customers and under the mine name, trade-mark, or trade-name or names that the Producer has heretofore sold such [fol. 1058] coal, and shall maintain the trade-marks, trade-names and good-will of the Producer, and shall endeavor to broaden the market.

Sixth. During the term of this Agreement the Selling Agent is hereby authorized by the Producer to sell the coal of the Producer, subject to the conditions herein stated, at the best price or prices obtainable under current competitive conditions and with due regard to the quality, preparation and classification of the coal to be sold; provided, however, that the Selling Agent shall make no sales, or contracts of sale, calling for deliveries of coal from the mines

of the Producer during a period beyond 60 days from the date of such sale, or contract of sale, without first obtaining the written authority of the Producer so to do, which authority shall be evidenced by the written consent of the Producer endorsed on said sale memorandum or contract of sale.

Seventh. Subject to the provisions of this Agreement, the Producer agrees promptly to fill all orders taken for its account by the Selling Agent hereunder; to prepare all coal to be shipped by the Producer under this Agreement in accordance with good practice; to screen all such coal as directed by the Selling Agent and as the screening equipment of the Producer will permit; and to ship all such coal in the kind of equipment indicated by the Selling Agent; provided, however, that the Producer shall not be liable for failure to make shipments due to war, war conditions, insurrections, mine disasters or breakdowns, fires, or other accidents at the mines, shortage of cars, interruptions of car service, strikes, labor agitations or disturbances, shortage of labor supply, orders of any governmental body affecting the distribution, routing or delivery of coal or cars, or to any other causes of like or different character beyond the Producer's control. The Selling Agent shall have the right, at its own expense, to inspect at the tipple, or elsewhere, all of the coal of the Producer to be shipped pursuant to contracts of sale made by the Selling Agent, and, subject to the conditions herein contained, to determine all questions of classification, grade, preparation and quality with respect to such coal.

Eighth. The Selling Agent shall have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes [fol. 1059] within the control of the Producer, and shall deduct the amount of such allowances and adjustments from the remittance made to the Producer; provided, however, that in all such cases the Producer shall first be given an opportunity to investigate any such claims and make its representations to the Selling Agent in regard thereto. Any allowances or adjustments made with purchasers on account of any complaint resulting from causes within the control of the Selling Agent shall be borne by the Selling Agent.

Ninth. The Producer agrees, in respect of all coal shipped by the Producer to or for the account of the Selling Agent under the provisions of this Agreement, (excluding therefrom, of course, "Captive" tonnage and tonnage shipped on pre-existing contracts), to pay to the Selling Agent a commission of 10% of the sum arrived at by multiplying the Producer's tonnage by the average selling price, (as hereinafter defined), f. o. b. at the mines, of all coal sold by the Selling Agent under this and similar Agreements, calculated separately for each size of coal in each classification.

From the amount due to the Producer on the basis of average selling prices there shall be deducted, before remittance by the Selling Agent to the Producer, said commison of 10%, and, in addition thereto, any allowances and adjustments authorized to be and actually made with purchasers on account of any complaint resulting from causes within the control of the Producer. It is understood that where the coal shipped by the Producer is sold by the Selling Agent through a Sub-Agent, as in paragraph "Fourteenth" provided, the Selling Agent shall pay to such Sub-Agent as its commission eight per cent. (8%) of the authorized selling price, f. o. b. at the mines, as set forth in paragraphs "Sixth" and "Seventh" of the form of Sub-Agent's Agreement hereto annexed and marked "Schedule C."

Tenth. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Producer, which weights, in the case of carload shipments, shall be railroad scale weights at the points where the coal is customarily weighed by the railroad for assessing freight charges; and, in the case of coal shipped out by trucks or by barges, shall be weights furnished on a basis satisfactory [fol. 1060] to the Selling Agent. It is agreed that, where the coal shipped by the Producer is sold by the Selling Agent through a Sub-Agent, the contract with the Sub-Agent shall provide that it shall furnish to the Selling Agent not later than the 15th of each calendar month a statement of sales in respect of all shipments made prior to the first of that month for which payment to the Producer has not theretofore been made, and on which weights have been received by the Selling Agent not later than

the 6th of that month, and that it shall remit to the Selling Agent not later than the 20th of that month the full price on all such sales, less any and all commissions and/or deductions authorized in this Agreement, and less any "premium" included in said sales prices, which "premium" shall be the excess of such sales prices over the minimum prices authorized by the Selling Agent; it being understood that there is no "premium" in respect of coal sold on pre-existing contracts, as to which the full sales prices shall be remitted without deduction for commission.

The Selling Agent agrees that on or before the 25th of each calendar month during the term hereof it will account and pay to the Producer for all coal of the Producer shipped to or for the account of the Selling Agent under this Agreement prior to the first day of that month, for which payment to the Producer has not theretofore been made, and on which weights have been received by the Selling Agent not later than the 6th day of that month, less any and all commissions and/or deductions authorized in this Agreement, unless in particular cases different dates for payments are agreed upon by the parties; provided, however, that the selling price of coal shipped on pre-existing contracts shall not be taken into consideration in determining the average selling price above referred to, the full selling price on such coal to be remitted to the Producer, without deduction of any commission therefrom; nor shall the "premium" obtained by the Sub-Agent, if any, be taken into consideration in determining the average selling price above referred to.

It is understood and agreed that the price to be paid by the Selling Agent to the Producer for each grade or class of coal shall be the average of all prices (excluding therefrom, of course, "premiums" secured by Sub-Agents and [fol. 1061] retained by them) received by the Selling Agent for all coal of that particular class or grade shipped by all Producers and included in that settlement, except coal shipped on pre-existing contracts. Separate average prices will be calculated and paid for each size and grade of coal made pursuant to the provisions of paragraph "Third" hereof. Unless rejected, as in the next paragraph provided, coal shall be settled for in the classification in which it is offered by the Producer to the Selling Agent.

Any coal rejected by the Selling Agent for the class for which offered by the Producer may, at the option of the Selling Agent, be sold and settled for in a lower class, or sold outside of any class and settled for with the Producer at the actual price received therefor, less commission.

Eleventh. As to coal sold in pursuance of this Agreement for delivery at points on the Great Lakes and waters tributary thereto, for transshipment by vessel, and as to coal shipped to Coal Docks at said points upon consignment, or for storage, sale and distribution from such points, the Selling Agent may make such contracts with Sub-Agents and/or others for the payment of railroad freight and water transportation and for discharging, storing and delivering said coal as, in its discretion, it considers necessary and proper. All charges and obligations incurred in connection with such freight transportation, discharging, storing and delivering of said coal shall be deducted and paid before ascertaining the amount which the Selling Agent is entitled to receive on the sale of said coal. On coal so handled the time of settlement with the Producer and other provisions of this Agreement inconsistent herewith are modified and varied to conform to the provisions and requirements of such contracts.

In the case of consignment coal above referred to, the Selling Agent may call upon all Producers shipping coal of the classification included in said consignment to share pro-rata in said consignment coal, in order that the burden of carrying the same may be ratably distributed; and, if any Producer to whom any of such consignment coal is allotted shall refuse to ship such allotment, such tonnage shall be charged against the allotment of such Producer.

[fol. 1062] Twelfth. The books and records of the parties hereto, so far as they have to do with the subject of this Agreement, shall, at all reasonable times, be open to the inspection of the other party; and the Selling Agent is hereby expressly authorized to call upon any Railway Company over whose lines shipments have been made by the Producer for any and all information pertaining to any such shipments.

Thirteenth. With said remittance forwarded on the 25th day of each calendar month, as provided for in paragraph

"Tenth" above, the Selling Agent shall furnish to the Producer a complete report of all coal shipped by the Selling Agent for the account of the Producer and for the account of all other Producers under identical or substantially similar Agreements. Said report shall show the classes, quantities and grades of coal, the range of prices for each grade of coal, and the tonnage sold and delivered at each price.

Fourteenth. The Producer may at any time designate one or more persons, firms or corporations to act as Sub-Agent or Sub-Agents of the Selling Agent, for the purpose of selling the coal of the Producer, subject to all the terms and conditions contained in the Form of Sub-Agent's Agreement annexed hereto and marked "Schedule C", either upon furnishing to the Selling Agent satisfactory proof that the Sub-Agent is financially responsible and able to meet the obligations assumed by it, or upon guaranteeing performance by the Sub-Agent for its contract in all respects. A Sub-Agent may sell other coal which the Selling Agent has for sale under Contracts similar to this, unless the Producer specifically limits the Sub-Agent to the selling of coal produced by it.

The Selling Agent, acting through its Board of Directors, shall have the right to reject the designation of any party as Sub-Agent, or to cancel said designation and any Sub-Agent's Contract resulting from said designation if, upon investigation, it believes that said designated Sub-Agent is not a bona fide Selling Agent; and the decision of the Selling Agent in this respect shall not be reviewable under paragraph "Seventeenth" hereof.

The Producer reserves the right to cancel any Sub-Agency designation at any time that it shall become dis-[fol. 1063] satisfied with the credit standing of the Sub-Agent, by giving written notice of such cancellation to the Sub-Agent and to the Selling Agent, and to require customers to whom coal has been sold through such Sub-Agent to remit the gross unpaid selling prices thereof direct to the Selling Agent. The Producer also reserves the right to withdraw or cancel any such Sub-Agency designation for any reason appearing to it sufficient, upon giving to the Sub-Agent and to the Selling Agent 30 days' written notice of such withdrawal; whereupon the Producer shall

likewise have the right to require customers to whom coal has been sold through such Sub-Agent to remit direct to the Selling Agent. In any case where the contract with the Sub-Agent has been cancelled the Selling Agent shall pay to the Sub-Agent all commissions and "premiums," if any, earned by it under its Sub-Agency Agreement during the existence thereof, when and as collections are made by the Selling Agent, deducting from such sums due to the Sub-Agent only such amounts as were deducted in settlement with the purchasers on account of allowances or deductions made because of complaints resulting from causes within the control of the Sub-Agent.

In case such Sub-Agent makes sales contracts for coal during periods of shortage in demand under the conditions set out in paragraph "Fourth" hereof in excess of the pro-rata share of the Producer in the total sales of the Selling Agent, (excluding from such total sales the tonnages of "Railroad Fuel" as referred to in paragraph "Fourth"), the Selling Agent shall have the right to deliver such excess tonnage from the mines of other Producers of like character of coal. In such event the Producer, or the Sub-Agent of the Producer, shall have the right, at the expense of the Selling Agent, to inspect the coal being so delivered from the mines of other Producers, with the right to complain to the Selling Agent if said coal is not the equal in all respects of the coal of the Producer which would have been shipped on said contracts except for the allotment made.

The Selling Agent shall be responsible for the acts of its Sub-Agents in the same manner as it is responsible for its own acts, except as hereinafter provided; provided, how- [fol. 1064] ever, that it shall not be responsible for any act or omission of any Sub-Agent designated by the Producer where such act or omission is contrary to instructions or in violation of authority conferred by the Selling Agent upon such Sub-Agent.

Fifteenth. The Selling Agent guarantees payment of all accounts, and is hereby granted full authority to collect for all coal sold by it under this Agreement, and, for the purpose of enforcing such collection, to bring suit therefor in its own name; provided, however, that the Selling Agent shall not be liable to the Producer for the payment of ac-

counts arising out of the sale of coal by a Sub-Agent designated by the Producer.

Sixteenth. It is the intent of this Agreement to provide for an orderly and businesslike method of selling the coal of the Producer by the Selling Agent hereinbefore appointed as the Producer's exclusive Selling Agent, and it is, therefore, agreed that the Producer shall not sell or ship any coal, other than "Captive" tonnage coal and coal shipped upon pre-existing contracts, except upon the order and at the direction of the Selling Agent; provided, however, that, in the case of coal shipped upon pre-existing contracts, the shipment of same shall be handled through the Selling Agent, but in a way to conform to the terms of the contracts of sale, in order to fully protect the Producer on its obligations in respect thereof.

Seventeenth. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a Board of Arbitration composed of three disinterested and competent persons experienced in the coal trade, who shall be selected and who shall make their award in the following manner, to-wit:—Upon a disagreement occurring, either party may notify the other, in writing, that it elects to have the matter referred promptly to arbitration, and, within ten (10) days after receipt of such notification, each party shall select an arbitrator, and, in writing, notify the other of the person so chosen, and the two persons so chosen shall, within fifteen (15) days thereafter, choose a third person with like qualifications, and the three persons so chosen shall proceed forthwith to settle the question or [fol. 1065] questions at issue, and the decision of said three persons, or of any two of them, shall be reduced to writing and delivered to the parties hereto within not more than thirty (30) days from the final submission of such controversy for decision, and such award shall be binding upon the parties hereto, and shall be promptly complied with and carried out. In case of the death or disability of any arbitrator, his successor shall be chosen within five (5) days thereafter, by the party appointing him, or if he be the third arbitrator appointed, then by the two arbitrators

already appointed and acting. In case of the refusal or failure of either party to this Agreement to appoint an arbitrator within said ten-day period, or in case the two arbitrators appointed by the two parties hereto shall fail to agree within said fifteen-day period upon a third arbitrator, or within said five-day period upon a successor to said third arbitrator, such arbitrator shall, upon application of either of the parties hereto, be appointed by a Judge of the District Court of the United States for the Northern District of Ohio, Eastern Division. The arbitrators in rendering their award shall fix a reasonable amount for their compensation, and such amount, together with any other proper expense of the arbitration, shall be borne and paid equally by the parties hereto. Except as the same may be inconsistent herewith, the United States Arbitration Act, including all amendments, shall be applicable hereto.

Eighteenth. The Selling Agent, through its Board of Directors, shall have and is hereby given full and complete authority to handle all emergency matters not expressly covered by and not inconsistent with the terms of this Agreement, to the end that all contingencies arising in connection with the carrying out of this Agreement may be fully met.

Nineteenth. This Agreement shall become effective and binding upon the parties when same shall have been fully executed by them, which, in the case of the Producer, means that same has been signed by its President or Vice-President and counter-signed by another officer or agent duly authorized in the premises; but in no event shall the effective date hereof be later than the 15th day of April, 1932; provided, however, that the effective date hereof may, by [fol. 1066] action of the Board of Directors of the Selling Agent, be postponed beyond April 15, 1932, if, prior thereto, any litigation has been instituted or threatened against this Selling Agent or others for the purpose of enjoining operations under this and similar Agreements, whether in this or a different field. If the effective date of this Agreement is so extended by the Selling Agent, it may be to a date within 30 days after the favorable termination of any such litigation, notice of any such extension or extensions

to be promptly given in writing to the Producer. This Agreement shall continue in force until March 31, 1935, and thereafter from year to year; provided, however, that either party hereto may elect to terminate this Agreement on March 31st of any year, beginning with the year 1935, by giving to the other party six (6) months' written notice of such election. Upon receipt of such notice the Selling Agent shall promptly notify all Producers with whom it has entered into substantially identical or similar Agency Agreements, and within thirty (30) days from the receipt by any Producer of any such notice it may serve notice of termination to take effect on the same date.

Twentieth. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that, in case the Producer sells its property to a purchaser who will not sell any of the coal produced thereon in the commercial market, or, in case the Producer ceases to operate its mine or mines, then this Agreement shall be thereby terminated, except as to the performance of contracts then in force for the delivery of coal. As to such unexpired and uncompleted contracts the Producer shall, upon the request of the Selling Agent, furnish its ratable proportion of the tonnage of coal required to fill the same.

[fol. 1067] In witness whereof, the respective parties hereto have caused this Agreement to be executed, in duplicate, by their proper officers thereunto duly authorized, the day and year first above written.

—— ——, by —— ——, Its ——. Counter-signed on behalf of —— ——, by —— ——, Its ——. Northern Coals, Inc., by —— ——, Its ——. Counter-signed on behalf of Northern Coals, Inc., by —— ——, Its ——.

[fol. 1068] "SCHEDULE A"

List of mines of —— Company, called the "Producer," in a certain contract between it and Northern Coals, Inc., dated the — day of ——, 1932, showing the date each was developed, the shipments from each said mine in each of the calendar years 1929, 1930 and 1931, and the remaining recoverable tonnage in the land owned and/or leased

by the Producer, adjacent and available to same, filed with and attached to said contract as a part thereof, marked "Schedule A"

Name of Mine: ——.
Date Developed: ——.
Shipments in 1929: ——; in 1930: ——; in 1931: ——.
Remaining Recoverable Tonnage: ——.

(Repeat as to each separate mine.)

[fol. 1069] "SCHEDULE B"

A list of contracts, with informative data, now in force and not yet completed, binding upon —— Company, showing the coal which remains to be delivered under the provisions of each, filed with, attached to, and made a part of the annexed contract between said company and Northern Coals, Inc., marked "Schedule B"

Contract No. 1, with ——

Date of contract: —— —, ——.
Date of expiration: —— —, ——.
Total undelivered tonnage: ——.
Kind or class of coal: ——.
Rate of delivery: ——.

Contract No. 2, etc.

(Repeat as above under No. 1.)

[fol. 1070] "SCHEDULE C"

Form of Agreement to be Entered Into Between Northern Coals, Inc., as Selling Agent, and Its Sub-Agent

Agreement, made this — day of ——, 1932, by and between Northern Coals, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called the "Selling Agent," and —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Sub-Agent," witnesseth:

Whereas, pursuant to an Agreement dated the — day of ——, 1932, by and between —— ——, a corporation organ-

ized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Producer," and Northern Coals, Inc., as Selling Agent, a copy of which Agreement, exclusive of "Schedule C," is hereto attached and made a part hereof, the Selling Agent has agreed to act as the exclusive Selling Agent of the Producer for the sale of coal produced by it in its mines located at —— and ——, in the State of ——; and

Whereas it is provided in said Agreement that the Producer may at any time designate a Sub-Agent or Sub-Agents of the Selling Agent, subject to all the terms and conditions of said Agreement; and

Whereas the Producer has, by writing dated —— —, ——, designated —— —— as its Sub-Agent, pursuant to the terms and conditions of said Agreement; and

Whereas the Sub-Agent is engaged in the sale and distribution of coal and is willing to act as Sub-Agent of the Selling Agent on the terms and conditions hereinafter contained;

[fol. 1071] Now, Therefore, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

First. The Selling Agent hereby appoints —— as its Sub-Agent for the sale of the coal to the Producer and such other coal of other Producers as the Selling Agent and the Sub-Agent may agree upon from time to time; and the Sub-Agent hereby accepts such appointment on all the terms and conditions contained in this Agreement.

Second. The Sub-Agent agrees to use its best efforts to sell hereunder in such amounts and in accordance with such classifications as the Selling Agent may designate and upon such terms and conditions and at not less than the price or prices established by the Selling Agent from time to time; and the Sub-Agent shall not depart from the amounts, classifications, terms and conditions, or sell at prices less than those so established by the Selling Agent without the prior authorization of the Selling Agent. The Sub-Agent shall make no sales, or contracts of sale, calling for deliveries of coal during a period beyond 60 days from the date of such sale, or contract of sale, without first obtaining written authority so to do from the Producer whose coal

is covered by the sale or contract in question, which authority shall be evidenced by the written consent of such Producer endorsed on said sale memorandum or contract of sale.

In the event that in the sale of coal under this Agreement the Sub-Agent departs from the amounts, classifications, terms and conditions, or shall sell at prices less than those established by the Selling Agent, then the Selling Agent shall have the right to forthwith terminate and cancel this Agreement on written notice given by it to the Sub-Agent and to the Producer, stating its election so to do.

Third. The Sub-Agent shall not have authority to make allowances and adjustments on account of any complaint of any purchaser resulting from causes within the control of the Producer or the Selling Agent, except under the direction and subject to the approval of the Selling Agent. Any such allowance and adjustment so approved by the Selling Agent shall be deducted from the amount to be remitted by the Sub-Agent to the Selling Agent in accordance with the terms of this Agreement.

Fourth. The Sub-Agent shall, upon notification to the Selling Agent, have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Sub-Agent, but any such allowance or adjustment shall [fol. 1072] be absorbed by the Sub-Agent and shall not affect the selling price returned to the Selling Agent. The Sub-Agent further agrees to hold the Selling Agent harmless from any damage or liability occasioned by any act or omission of the Sub-Agent; provided, however, that anything herein contained to the contrary notwithstanding, the Sub-Agent shall in no way be responsible for any loss or damage occasioned by any act or omission on the part of the Selling Agent or the Producer in respect of any coal sold in accordance with the provisions of this Agreement.

Fifth. The Sub-Agent guarantees the payment of all accounts and shall collect all sums due and owing to it for the account of the Selling Agent for all coal sold by the Sub-Agent under this Agreement and, for the purpose of enforcing such collection, full and complete authority is

hereby granted to the Sub-Agent to bring suit therefor in its own name.

Sixth. On coal shipped in accordance with the terms of this Agreement the Selling Agent agrees to pay to the Sub-Agent a commission of 8% of the authorized selling price, f.o.b. at the mines. Said commission is to be figured on said selling price, f.o.b. at the mines, (being the actual selling price on a mine basis, less any "premium," which "premium" is the excess of the selling price over the price at less than which the Sub-Agent may not sell), prior to deduction for allowances and adjustments, regardless of whether same be on account of a complaint resulting from causes within the control of the Producer, the Selling Agent or the Sub-Agent. In accounting and remitting to the Selling Agent for coal sold by it, as set forth in paragraph "Seventh" herein, the Sub-Agent shall deduct from the actual sales prices of coal sold by it and for which settlement is being made (a) any and all allowances or adjustments made with purchasers on account of any complaints resulting from causes within the control of the Producer or Selling Agent, which allowances or adjustments have been authorized by the Selling Agent; (b) the commission due to the Sub-Agent in connection with such sales; and (c) the "premium" secured by such Sub-Agent in connection with such sales; the Sub-Agent absorbing any allowances or adjustments made with purchasers on account of any complaints resulting from causes within the control of the Sub-Agent; provided, however, that the Sub-Agent shall remit the full [fol. 1073] sales prices of coal shipped on pre-existing contracts, without deduction of any commission or "premium" in respect thereof.

In case the Sub-Agent shall make sales contracts for coal during periods of shortage in demand in excess of the pro-rata share of the Producer in the total sales of the Selling Agent and the Selling Agent shall cause such excess tonnage to be delivered from the mines of other Producers of like character of coal, nevertheless, the Sub-Agent shall be entitled to bill and collect for said excess tonnage, and, in settling with the Selling Agent therefor, it shall be entitled to its regular commission and "pre-

mium," if any, as hereinbefore in this paragraph "Sixth" set forth.

Seventh. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Selling Agent, which weights, in the case of carload shipments, shall be railroad scale weights at the points where the coal is customarily weighed by the railroad for assessing freight charges; and, in the case of coal shipped out by trucks or by barges, shall be weights furnished on a basis satisfactory to the Selling Agent. Not later than the 15th of each calendar month during the term hereof the Sub-Agent shall furnish to the Selling Agent a statement of sales in respect of all shipments made for its account by the Selling Agent under this Agreement prior to the first day of that month for which payment to the Selling Agent has not theretofore been made, and on which weights have been received not later than the 6th of that month, the form of such statement to be determined by the Selling Agent; and not later than the 20th of such month the Sub-Agent shall remit to the Selling Agent, as set forth in paragraph "Sixth" above, the full price on all such sales, less the amounts of items (a), (b) and (c) in said paragraph "Sixth" set forth. It is further understood and agreed that, in the event the Sub-Agent shall sell coal for the account of the Selling Agent at a price higher than the minimum price authorized by the Selling Agent, at the time of the sale, the Sub-Agent shall not be required to account and pay to the Selling Agent the amount of the excess so realized, and such excess shall not be considered by the Selling [fol. 1074] Agent in arriving at the average selling price of the coal of all Producers with which it has Contracts similar to that with the Producer herein named.

Eighth. All sales shall be made by the Sub-Agent for the account of the Selling Agent but shall be invoiced to the purchaser in the name of the Sub-Agent, and payment shall be made to the Sub-Agent by the purchaser. A copy of each such invoice shall be sent to the Selling Agent at the time it is sent to the purchaser.

Ninth. Subject to the provisions of this Agreement, the Selling Agent agrees to promptly fill all orders taken for

its account by the Sub-Agent authorized and/or accepted by said Selling Agent. If requested by the Selling Agent the Sub-Agent shall provide an inspection service for the coal shipped by the Producer; and in case the Sub-Agent shall make sales contracts for coal during periods of shortage in demand in excess of the pro-rata share of the Producer in the total sales of the Selling Agent and the Selling Agent shall cause such excess tonnage to be delivered from the mines of other Producers of like character of coal, then the Sub-Agent may have and is hereby given the right to inspect the coal being shipped by such other Producer or Producers, and to make complaint to the Selling Agent in case said coal, in the opinion of the Sub-Agent, is not the equal in all respects of the coal of the Producer herein which would have been shipped on said contracts except for the allotment made. Whenever the Sub-Agent shall provide or conduct such inspection service the Selling Agent shall reimburse the Sub-Agent for the reasonable actual cost of the inspection, whether made at the tipples or elsewhere.

Tenth. All books and records of the parties hereto, so far as they have to do with the subject of this Agreement, shall at all reasonable times be open to the inspection of the other party.

Eleventh. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a Board of Arbitration composed of three disinterested and competent persons experienced in the coal trade, who shall be selected and who shall make their award in the following [fol. 1075] manner, to-wit:—Upon a disagreement occurring, either party may notify the other, in writing, that it elects to have the matter referred promptly to arbitration, and, within ten (10) days after receipt of such notification, each party shall select an arbitrator, and, in writing, notify the other of the person so chosen, and the two persons so chosen shall, within fifteen (15) days thereafter, choose a third person with like qualifications, and the three persons so chosen shall proceed forthwith to settle the question or

questions at issue, and the decision of said three persons, or of any two of them, shall be reduced to writing and delivered to the parties hereto within not more than thirty (30) days from the final submission of such controversy for decision, and such award shall be binding upon the parties hereto, and shall be promptly complied with and carried out. In case of the death or disability of any arbitrator, his successor shall be chosen within five (5) days thereafter, by the party appointing him, or if he be the third arbitrator appointed, then by the two arbitrators already appointed and acting. In case of the refusal or failure of either party to this Agreement to appoint an arbitrator within said ten-day period, or in case the two arbitrators appointed by the two parties hereto shall fail to agree within said fifteen-day period upon a third arbitrator, or within said five-day period upon a successor to said third arbitrator, such arbitrator shall, upon application of either of the parties hereto, be appointed by a Judge of the District Court of the United States for the Northern District of Ohio, Easern Division. The arbitrators in rendering their award shall fix a reasonable amount for their compensation, and such amount, together with any other proper expense of the arbitration, shall be borne and paid equally by the parties hereto. Except as the same may be inconsistent herewith, the United States Arbitration Act, including all amendments, shall be applicable hereto.

Twelfth. This Agreement shall continue in force until —— —, ——, and thereafter from year to year; provided, however, that either party hereto may elect to terminate this Agreement on March 31st of any year, beginning with the year ——, by giving to the other party four months' written notice of such election; provided, further, that, anything herein contained to the contrary notwithstanding, this Agreement shall cease and determine (a) upon the ter- [fol. 1076] mination for any reason of the Agreement made the — day of ——, 1932, by and between the Producer and the Selling Agent, or (b) upon notice from the Producer to the Selling Agent of the Producer's election to cancel the Sub-Agent's designation, as provided in paragraph "Fourteenth" of the Agreement between the Producer and the Selling Agent, above referred to, or (c) upon notice from

the Selling Agent to the Producer and the Sub-Agent that the Selling Agent believes that the Sub-Agent is not a bona fide Selling Agent. In the event that this Agreement is terminated in any manner herein provided for, and at such date there exist unexpired and uncompleted contracts taken by the Sub-Agent for the account of the Selling Agent with the approval of the latter, then and in that event the Selling Agent shall furnish and the Sub-Agent shall accept the tonnage of coal required to fill such unexpired and uncompleted contracts.

Thirteenth. The Selling Agent, through its Board of Directors, shall have and is hereby given full and complete authority to handle all emergency matters not expressly covered by and not inconsistent with the terms of this Agreement, to the end that all contingencies arising in connection with the carrying out of this Agreement may be fully met.

In witness whereof the respective parties hereto have caused this Agreement to be executed, in duplicate, by their proper officers thereunto duly authorized, the day and year first above written.

Northern Coals, Inc., (Selling Agent,) by —— ——,
President. —— ——, (Sub-Agent,) by —— ——,
President.

Approved.

—— ——, (Producer,) by —— ——, President.

[fol. 1077] Stock Subscription Agreement

To Northern Coals, Inc.:

Whereas, Northern Coals, Inc., hereinafter called the "Selling Agent," has been organized under the laws of the State of Delaware for the purpose, among others, of acting as Selling Agent for producers of coal in the State of Ohio, and elsewhere, with an authorized capital stock of 5000 shares of common stock of the par value of $1.00 each, and 4000 shares of 7% non-voting cumulative preferred stock of the par value of $100.00 each, redeemable at par and accrued and unpaid dividends; such preferred stock having the rights and privileges set forth in the Company's Charter, and to be subject to such restrictions as may be prescribed by the Board of Directors and as are not in conflict with

paragraph Fourth of said Charter, nor in derogation of the rights of common stock, as provided in said Charter; and

Whereas, stock in the Selling Agent, until otherwise provided by the Board, is to be sold to producers of coal who sell such coal through the Selling Agent, on the following basis:

One (1) share of common stock for each Producer, and, in addition thereto, one (1) share for each 10,000 net tons, or major fraction thereof, of such Producer's "Rated Capacity" as said term is defined in paragraph "Fourth" of the Sales Agency Agreement between the Producer and the Selling Agent; and where the Producer will not appoint any Sub-Agent for the sale of its coal, one (1) share of preferred stock for each 800 net tons, or major fraction thereof of such Producer's "Rated Capacity," and where the Producer will appoint a Sub-Agent for the sale of its coal, one (1) share of preferred stock for each 8,000 net tons, or major fraction thereof, of such Producer's "Rated Capacity"; and

Whereas, the undersigned, herein called the "Producer," desires to subscribe for stock of the Selling Agent on such plan and, as a basis therefor, represents that the "Rated Capacity" of its mines at —— and —— is — net tons, and that it (will) (will not) appoint a Sub-Agent for the sale of its coal to be handled by the Selling Agent;

[fol. 1078] It is Agreed:

1. The undersigned Producer hereby subscribes and agrees to pay for shares of stock of the Selling Agent, as follows:

— shares of common @ $1.00 per share, $——.

— shares of preferred @ $100.00 per share, $——.

2. The entire price of the common stock shall be payable to the Selling Agent immediately upon acceptance by it of this subscription. No part of the price of the preferred stock herein subscribed for shall be payable to the Selling Agent unless and until the Sales Agency Agreement between the Selling Agent and the Producer is declared to be effective. Thereupon 20% of the price of the preferred stock herein subscribed for shall be payable to the Selling Agent, and the balance of the price of the preferred stock

shall be payable when and where called by the Board of Directors of the Selling Agent, but not in larger amounts than 20% each and not oftener than at 30 day intervals.

3. Common stock shall be subject to the option of the Selling Agent to re-purchase the same as provided in the Selling Agent's By-Laws, and the Producer hereby grants such option to the Selling Agent on all and any part of such common stock herein subscribed for.

4. This subscription contract shall not be binding upon the Producer unless and until the same is countersigned at the place hereinafter indicated by any one of the following persons, each of whom has been duly authorized to countersign the same for and on behalf of the Producer, to-wit: —— ——; and unless and until the same is accepted by the Selling Agent.

[fol. 1079] 5. The Producer, if a corporation, represents that its officers are duly authorized to execute this agreement on its behalf, and that it has the necessary corporate authority to subscribe for and hold the stock of the Selling Agent.

Dated at —— this — day of ——, 1932.

—— ——, Producer, by —— ——, Its ——.

Countersigned on behalf of the Producer this — day of ——, 1932.

By —— ——.

Accepted by the Selling Agent this — day of ——, 1932.

Northern Coals, Inc., Selling Agent, by —— ——, Its ——.

[fol. 1080] Suggested Form for Minutes of Board of Directors' Meeting Authorizing Execution of Agreement with Northern Coals, Inc.

Minutes of Meeting of the Board of Directors of the —— Coal Company, Duly Called and Held at the Company's Office in —— at — o'clock — M. on the — day of ——, 1932

A quorum of the Board was present, namely Messrs. —— and ——. Mr. —— presided and Mr. —— acted as Secretary of the meeting.

Mr. —— presented to the meeting a copy of the Charter and suggested form of the By-Laws of Northern Coals, Inc., and explained the plans and purposes of that organization. He also presented printed form of Sales Agency Agreement proposed to be entered into between Coal Producers and said Northern Coals, Inc., which form of Agreement, with accompany- schedules that are made a part of it, was read in full.

Thereupon, after due consideration, it was, on motion, made, seconded and unanimously carried,

Resolved, that the proper officers of this company are hereby authorized and directed to enter into a sales agency agreement with the said Northern Coals, Inc., substantially in the form above mentioned, after filling in the blanks, and to execute said agreement in duplicate in the name and, if required, under the seal of this company; and

Resolved further, that the proper officers of this company are hereby authorized and directed to subscribe and pay for —— shares of the Common Stock and —— shares of the Preferred Stock of Northern Coals, Inc., and to that end to execute in the name of this company, and, if required, under its corporate seal, the form of Stock Subscription Agreement submitted by Northern Coals, Inc.

[fol. 1081] Resolved further, that each of the following persons, namely, ——, ——, is hereby authorized to countersign, on behalf of this company, said Stock Subscription Agreement and said Sales Agency Agreement.

Resolved further that —— be and it hereby is selected as this company's exclusive Sub-agent; that Northern Coals, Inc. be notified of such selection and designation, and that the officers of Northern Coals, Inc. be and they hereby are directed to execute a Sub-Agency Agreement with ——, substantially in the form set forth in "Schedule C" attached to the Sales Agency Agreement which this company has been authorized to enter into with Northern Coals, Inc.

———

[fol. 1082] RIDER D

Suggested Contract Form to be Entered Into Between Regional Sales Agency and the Individual Coal Producers

Agreement, made this — day of ——, 193–, by and between A, a corporation organized and existing under and

by virtue of the laws of the State of ——, hereinafter called the "Producer", and B, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Selling Agent." Witnesseth:

Whereas, the Producer is the owner of certain coal mines located at —— and ——, in the State of Kentucky, and is engaged in the mining and production of coal; and

Whereas, the Selling Agent is entering into the business of buying and selling and/or distributing coal on a commission basis for various producers operating in the State of Kentucky in the producing territory generally known as the Western Kentucky district and is prepared to sell and/or distribute coal of the kind and character produced by the Producer on a commission basis; and

Whereas, this agreement is one of a number of identical or substantially similar agreements between other coal producers operating in the Western Kentucky district and the Selling Agent;

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant and agree as follows:

First. As a matter of information to the Selling Agent with respect to the ability of the Producer to produce coal, the Producer represents that during the calendar years 19— to 19—, inclusive, the average annual production and sale of coal of the Producer was —— tons; and that, in the normal course of business, the Producer's mines are of sufficient capacity to maintain an average annual rate of production of —— tons during a period of —— years. A list of the Producer's mines is attached hereto, showing the date each was developed, and production each year during the life thereof, the present rated capacity, and the remaining recoverable tonnage in the land owned or leased by the Producer adjacent and available to same.

Second. The Producer hereby appoints the Selling Agent as its exclusive agent for the sale of the coal produced by it in its mines located at —— and —— in the State of Kentucky, and the Selling Agent hereby accepts the appointment as such Selling Agent, all on the terms and conditions hereinafter contained; provided, however, that the Producer hereby expressly reserves from the terms of this

agreement such coal as may be produced and used by it in the operation of its mines or which it may furnish or sell to its employees for their use, or to others at retail, or which remains to be delivered on contracts now in force and not yet completed at the date of the taking effect of this agreement, a list of which contracts, with informative date, is attached hereto and marked "Schedule A".

Third. The parties hereto agree that, as soon as may be after the taking effect of this agreement, the Selling Agent will establish a standard classification for all coal which it sells or distributes as agent, based upon the suitability of the coal for particular purposes, such as domestic and steam coals, and such other classifications as may be decided upon by the Sales Agency. These classifications shall give regard to chemical analysis, including (a) moisture, (b) volatile matter, (c) fixed carbon, (d) ash, (e) sulphur, (f) British Thermal Units, (g) fusion point of ash, and (h) physical characteristics. The Selling Agent will also establish a standard classification of quality and sizes for the [fol. 1083] various grades from the mines of each Producer whose coal it sells or distributes.

The Selling Agent shall promptly give to the Producer written notice of the standard of classifications established by the Selling Agent and of the classes in which the Selling Agent has placed the coal of the Producer and if, within twenty days from the receipt of such notice, the Producer shall not make any objection thereto, the classification of the coal of the Producer so established shall be final and binding on the Producer until a different classification of the coal of the Producer has been made by the Selling Agent. In the event that, within such period of twenty days, the Producer shall give written notice to the Selling Agent, that it objects to such classification of the coal, and specifies its objections, the Producer shall have the right to have a reclassification made of its coal, and in the event that the parties cannot agree upon such reclassification, the differences between them shall be settled and determined under the provisions of paragraph "Fourteenth" hereof.

Pending the establishment and classification of grades of coal as above provided, the Selling Agent shall classify such coals as nearly as possible in accordance with the

classification furnished by the Producer; and to this end the Producer shall furnish the Selling Agent with the chemical analysis of the coal from each mine, and for each grade of coal from each mine, showing by whom sampled and analyzed; the description and sizes of the screens used at each mine; the number of tracks available and showing the number of grades that can be made at one time and the percentage that each grade bears to the total mine run coal produced.

Fourth A. The production of the Producer shall be marketed through the Sales Agent and/or Sub-Agents of his choice in accordance with the provisions in Article Fifteen herein.

Fourth B. It is further understood and agreed by and between the parties hereto that the Selling Agent will use its best efforts to sell or distribute through authorized Sub-Agents as hereinafter outlined, all of the coal produced by the Producer at the best possible prices obtainable; that it is likewise obligated to sell or distribute all of the coal produced by other Producers whose coal it sells or distributes, at the best possible prices obtainable, or so much thereof as the market will justify; but it is further understood and agreed that the demand for coal of different grades, uses and classifications varies materially from season to season and from time to time, depending upon the industrial market and weather conditions, and that at times there is a greater demand for sizes of coal suitable for certain purposes than at other times and, therefore, the Selling Agent will be able at times to sell or distribute particular sizes and qualities of coal in greater quantities than it may be able to sell or distribute other sizes and qualities of coal. When the demand is not sufficient to absorb the output of all Producers represented by the Selling Agent the participation as between the various Producers, as nearly as may be, shall be as follows:

In the event the demand at the time this contract becomes effective is not sufficient to operate the mines of all Producers represented by the Selling Agent upon a full time basis, then the participation of the Producer in the total sales of the Selling Agent for the first calendar month after this contract goes into effect shall be such percentage of the total sales made by the Selling Agent for that month

that the total car allotment of the Producer for the three months preceding bears to the total car allotment of all the Producers whose coal is sold by the Selling Agent for the same period; and thereafter the monthly participation of the Producer in the total monthly sales made by the Selling Agent shall be a percentage equal to the percentage the Producer's car allotment for the second preceding calendar month bears to the total car allotment of all the Pro- [fol. 1084] ducers whose coal is sold by the Selling Agent for the second preceding calendar month; it being understood, however, that these percentages are subject to variation due to variations in the sale of the different sizes, grades and qualities of coal, as above set out; but that it is the purpose of this and all similar agreements that the Selling Agent will, over each annual period, as nearly as conditions will permit, all factors considered, give each Producer's mine or mines producing the same or interchangeable grades of coal as nearly its pro rata part of available orders as is reasonably possible.

Fifth. The Selling Agent agrees that, subject to the terms of this agreement, insofar as possible, it will sell and/or distribute the coal of the Producer in the markets to the same customers and under the mine name or trade-name or names that the Producer has heretofore sold such coal, and shall maintain the trade-names and good-will of the Producer, and shall endeavor to broaden the market.

Sixth. During the term of this Agreement the Selling Agent is hereby authorized by the Producer to sell and/or distribute the coal of the Producer, subject to the conditions hereinafter stated, at the best price or prices obtainable under existing competitive conditions and with due regard to the quality, preparation and classification of the coal to be sold; provided, however, that the Selling Agent and/or its Sub-Agents shall make no contracts of sale, or sales, calling for future deliveries of coal from the mines of the Producer after sixty days from the date of such contract or sales, without first obtaining the written authorization of the Producer thereof.

Seventh. Subject to the provisions of this Agreement, the Producer agrees promptly to fill all orders taken by the Selling Agent or its Sub-Agents, hereunder; to prepare all

coal to be shipped by the Producer under this Agreement in accordance with good practice; to screen all such coal as directed by the Selling Agent and as the screening equipment of the Producer will permit; and to ship all such coal in the kind of equipment indicated by the Selling Agent or its Sub-Agents, provided, however that the Producer shall not be liable for failure to make shipments due to strikes, lockouts, car shortages or any other cause beyond its control. The Selling Agent shall have the right to inspect at the tipple all the coal of the Producer to be shipped pursuant to contracts of sale made by the Selling Agent, or its Sub-Agents, and, subject to the conditions herein contained, to determine all questions of classification, grade, preparation and quality with respect to such coal.

Eighth. The Selling Agent shall have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Producer and shall deduct the amount of such allowances and adjustments from the sale price of the coal or shall authorize its Sub-Agent to make such deductions, before the commission of the Selling Agent or its Sub-Agent is computed and the amount to be paid the Producer is determined; provided, however, that in all such cases the Producer shall first be given an opportunity to investigate any such claims and make its representations to the Selling Agent in regard thereto. The Selling Agent shall bear the cost of any allowances or adjustments with the Producer on account of any complaint of any purchaser resulting from causes within the control of the Selling Agent.

Ninth. (The commission to the Selling Agent shall be borne by the Producers, the amount and basis to be agreed upon between the Selling Agent and the Producer whose coal is sold or distributed by the Selling Agent.

[fol. 1085] Tenth. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Producer; which weights shall be railroad scale weights at scale nearest to the point of origin. On or before the 20th day of each calendar month, or such other date as may be agreed upon between the Selling Agent

and/or Sub-Agent and the Producer, during the term hereof the Selling Agent and/or Sub-Agent shall account and pay to the Producer the full actual purchase price of all coal of the Producer shipped by the Selling Agent and/or Sub-Agent under this agreement for which payment to the Producer has not theretofore been made and on which railroad weights have been received by the Selling Agent prior to the tenth day of that month for coal shipped prior to the first day of the month, less any and all commissions and/or deductions authorized, under this Agreement, unless in particular cases different dates for payment be agreed upon by the parties.

Eleventh. Any sales made directly by the Selling Agent for the account of the Producer shall be invoiced to the Purchaser in the name of the Selling Agent and payment shall be made to the Selling Agent by the Purchaser. A copy of each such invoice shall be sent to the Producer at the time it is sent to the Purchaser. Any sales made by a Sub-Agent of the Selling Agent for the account of the Producer shall be invoiced to the Purchaser in the name of the Sub-Agent and payment shall be made to the Sub-Agent by the Purchaser. A copy of each such invoice shall be sent to the Producer and to the Selling Agent at the time it is sent to the Purchaser.

Copies of all orders taken and contracts made by any Sub-Agent for the account of the Producer shall be sent to the Selling Agent at the time of sending to the Producer.

It is understood and agreed upon between the parties hereto that all contracts for the delivery of coal extending over a period of sixty days from the effective date thereof, shall be signed by the Purchaser, the Selling Agent or its Sub-Agent, and the Producer. Contract prices extending over a period of sixty days or longer, as well as spot prices, shall be agreed upon in advance by the Selling Agent and the Producer; such agreed prices to remain firm until changed by agreement between the Selling Agent and the Producer, evidenced by written notice by the Selling Agent to the Producer and its Sub-Agents. Until the said agreed price has been changed and notice furnished by the Selling Agent to the Producer and the Sub-Agent, the Selling Agent and the Sub-Agent shall be, and is hereby specifically

authorized to make contract and spot sales at the agreed upon price, not to exceed the ability of the Producer to furnish the coal under its pro-rata share of the total business of the Selling Agent.

It is understood and agreed that each Producer will designate to the Selling Agent and Sub-Agents two or more persons with whom it may keep in close contact by mail, wire or telephone to ascertain the views of the Producer in regard to contracts being negotiated by the Selling Agent, and that the Producer will accept any contracts negotiated under its authority given by personal conferences or in communication by telephone, telegraph or mail.

Twelfth. The books and records of the parties hereto, so far as they have to do with the subject to this Agreement, shall, at all reasonable times, be open to the inspection of the other party; and the Selling Agent is hereby expressly authorized to call upon any Railroad Company over whose lines shipments have been made by the Producer for any and all information pertaining to any such shipments.

[fol. 1086] Thirteenth. Not later than the twenty-fifth day of each calendar month the Selling Agent shall furnish to the Producer a complete report of all coal shipped for the account of the Producer and the total of all coal shipped for the account of other producers who shall have entered into identical or substantially similar agreements with the Selling Agent, showing for the preceding month the classes, quantities and grades of coal shipped, listing separately contract and spot shipments and the tonnage shipped of each grade, and price.

Fourteenth. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a board of arbitration composed of three disinterested and competent persons versed in the coal trade, one of whom shall be chosen by the Producer, one by the Selling Agent, and the third by the two so selected, and its finding and decision shall be binding upon both parties. The provisions of this Agreement relating to arbitration shall be governed by and construed

in accordance with The United States Arbitration Act and all amendments thereto.

Fifteenth. The Producer may at any time designate any persons, firms or corporations each to act as a Sub-Agent of the Selling Agent, to sell the coal of the Producer, and said Sub-Agent may sell other coal which the Selling Agent has for sale, unless the Producer specifically limits the Sub-Agent to the selling of coal produced by it, subject to all the terms and conditions of this Agreement and on the terms and conditions contained in the form of Sub-Agents' agreement annexed hereto and marked, "Schedule B," upon furnishing to the Selling Agent satisfactory proof that the Sub-Agent is responsible and able to meet the obligations to be assumed by it.

In case such Sub-Agent makes sales contracts for coal during periods of market shortages, under the conditions set out in paragraph "Fourth" hereof, in excess of the pro-rata share of the Producer in the total sales of the Selling Agent, the Selling Agent shall have the right to offer to other Producers of like character of coal the said excess tonnage, and the Sub-Agent shall be entitled to its commissions on said excess from the Producer accepting the orders therefor.

The Selling Agent shall be responsible for the acts of its Sub-Agents in the same manner as it is responsible for its own acts, except as hereinafter provided.

Sixteenth. The Selling Agent guarantees payment of all accounts for all coal sold direct by the Selling Agent and is hereby granted full authority to collect for all coal sold by it under this Agreement, and, for the purpose of enforcing such collection, to bring suit therefor in its own name; provided, however, that the Selling Agent shall not be liable to the Producer for the acts of omission of any Sub-Agent designated by the Producer.

Seventeenth. It is the intent of this Agreement to provide for an orderly and business-like method of selling the coal of the Producer by the Selling Agent hereinbefore appointed the Producer's exclusive Selling Agent, and it is therefore agreed that the Producer shall not produce, sell or ship any coal except upon the order and at the direction of the Selling Agent or its Sub-Agents, and in the event

the Producer shall, in violation of the terms of this Agreement, produce, sell or ship coal except as herein provided, or fail or refuse to ship coal as directed by the Selling Agent, the Producer shall pay to the Selling Agent, first, double the amount of the total commission to which the Selling Agent [fol. 1087] and/or Sub-Agent would have been paid on account of any such shipments so made or so refused and, second, all other damages which the Selling Agent may suffer on account of such violation of this contract by the Producer. Any such excess commission as above set forth shall be the property of the Selling Agent and retained by it or returned to the Selling Agent by such Sub-Agent making deduction from settlement with the Producer.

Seventeenth B. In the event of the accumulation of unbilled coal at the mines of the Producer, which cannot be handled by the designated Sub-Agents, the Producer shall give notice to the Selling Agent, together with a list of car numbers and grades, and it shall be encumbent upon the Selling Agent to use its best efforts to sell or distribute such surplus coal in accordance with provisions of the allocation of tonnage to the Producer.

Eighteenth. Attached hereto and marked "Schedule C" is a list of Producers operating in the State of Kentucky in the producing territory generally known as the Western Kentucky district, showing the average yearly production of each producer during the period of —— to ——, inclusive. This Agreement shall become effective when substantially similar exclusive agency agreements are signed by Producers representing —— per cent of the tonnage shown on "Schedule C" hereto attached, and the Selling Agent shall have notified the Producer of that fact.

Nineteenth. This Agreement shall continue in force for a period of —— years after the date of which this agreement shall become effective, and at the expiration of such period shall continue thereafter for periods from year to year unless and until either party hereto shall elect to terminate this Agreement by giving to the other party six months notice thereof. Upon receipt of such notice the Selling Agent shall promptly notify all Producers with whom it has entered into substantially identical or similar agency agreements, and within ten days from the receipt by the

Producers of any such notices the Producers may serve notice of termination to take effect on the same date.

Twentieth. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that in case the Producer sells its property to a Purchaser who will not sell the coal produced thereon in the commercial market or the Producer ceases to operate its mine or mines, this contract shall be thereby terminated, except as to the performance of contracts then in force for the delivery of coal.

In witness whereof, the respective parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized, the day and year first above written.

—— ——.

[fol. 1088] Suggested Contract Form to be Entered Into Between the Regional Sales Agency and Their Sub-Agents

Agreement made this — day of ——, 193- between B, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Selling Agent," and C, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Sub-Agent" (the Sub-Agent may be a corporation, firm or individual, satisfactory to the Selling Agent and Producer), witnesseth:

Whereas, pursuant to an Agreement dated the — day of ——, 193-, by and between the Selling Agent and A, (the Producer) a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Producer," a copy of which Agreement is hereto attached and made a part hereof, the Selling Agent has agreed to act as the exclusive selling agent of the Producer for the sale or distribution of coal produced by it in its mines located in the State of Kentucky.

Whereas, it is provided in said agreement that the Producer may at any time designate a sub-agent of the Selling Agent subject to all the terms and conditions of the agreement; and

Whereas, the Producer has designated C as its Sub-Agent for a period of —— years pursuant to the terms and conditions of said agreement; and

Whereas, the Sub-Agent is engaged in the sale and distribution of coal and is willing to act as Sub-Agent of the Selling Agent on the terms and conditions hereinafter contained.

Now therefore, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

First. The Selling Agent hereby appoints the Sub-Agent as its Sub-Agent for the sale of the coal of the Producer and such other coal of other Producers as the Selling Agent and the Sub-Agent may agree upon from time to time, and the Sub-Agent hereby accepts such appointment on all the terms and conditions contained in this Agreement.

Second. The Sub-Agent agrees to use its best efforts to sell such coal as it is authorized to sell hereunder in such amounts and in accordance with such classifications as the Selling Agent may designate and upon such terms and conditions and at the price or prices established by the Selling Agent from time to time; and the Sub-Agent shall not depart from the amounts, classifications, terms and conditions so established by the Selling Agent without the prior authorization of the Selling Agent.

Third. The Sub-Agent shall not have authority to make allowance and adjustments on account of any complaint of any purchaser resulting from causes within the control of the Producer or the Selling Agent, except under the direction and subject to the approval of the Selling Agent. Any such allowances and adjustments so approved by the Selling Agent shall be deducted from the amount to be remitted by the Sub-Agent to the Selling Agent in acordance with the terms of this Agreement.

Fourth. The Sub-Agent shall have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Sub-Agent and the amount of any [fol. 1089] commissions due to the Sub-Agent from the Producer under the provisions of paragraph "Sixth" of this Agreement shall be reduced by the amount of any such allowances and adjustment, and the Sub-Agent further agrees to hold the Selling Agent harmless from any damage

or liability occasioned by any act or omission of the Sub-Agent; provided, however, that anything herein contained to the contrary notwithstanding, the Sub-Agent shall in no wise be responsible for any loss or damage occasioned by any act or omission on the part of the Selling Agent or the Producer in respect to any coal sold in accordance with the provisions of this Agreement.

Fifth. The Sub-Agent guarantees the payment of all accounts and shall collect all sums due and owing to it for the account of the Producer for all coal sold by the Sub-Agent under this Agreement, and for the purpose of enforcing such collection, full and complete authority is hereby granted to the Sub-Agent to bring suit therefor in its own name.

Sixth. The Selling Agent shall fix the commission which its Sub-Agent shall receive from the Producer on coal shipped pursuant to the terms of this Agreement and the Sub-Agent is hereby authorized to deduct this commission before making the payment to the Producer as in Paragraph "Seventh" provided.

Seventh. On or before the 20th day of each calendar month, the Sub-Agent shall account and pay to the Producer the full purchase price of all coal shipped by the Sub-Agent under this Agreement for the account of the Producer, for which payment has not theretofore been made by it and on which railroad weights have been received by the Sub-Agent prior to the 10th day of that month for all coal shipped prior to the first day of the month, less any and all commissions and/or deductions authorized under this Agreement, unless in particular cases different dates for payment be agreed upon by the parties.

Eighth. All sales shall be made by the Sub-Agent for the account of the Producer and shall be invoiced to the Purchaser in the name of the Sub-Agent and payment shall be made to the Sub-Agent by the Purchaser. A copy of each invoice shall be sent to the Selling Agent and the Producer or Producers at the time it is sent to the purchaser.

A copy of all order or contracts taken by the Sub-Agents for the Producer shall be sent to the Selling Agent by the Sub-Agent at the time that said orders or contracts are sent to the Producer.

Eighth B. In the event of the accumulation of unbilled coal at the mines of the Producer, which cannot be handled by the designated Sub-Agent, the Producer shall give notice to the Selling Agent, and its Sub-Agent, together with a list of car numbers and grades, and it shall be encumbent upon the Selling Agent to use its best efforts to sell or distribute such surplus coal in accordance with provisions of the allocation of tonnage to the Producer.

Ninth. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a board of arbitration composed of three disinterested and competent persons experienced in the coal trade, one of whom shall be chosen by the Selling Agent, one by the Sub-Agent, and the third by the two so selected, and their findings and decisions shall be binding upon both parties. The provisions of this Agreement, relating to arbitration, shall be governed by and construed in accordance with the United States Arbitration Act and all amendments thereto.

[fol. 1090] Tenth. This Agreement shall continue in force for a period of — years from the date hereof and at the expiration of such period shall continue thereafter for periods from year to year, unless and until either party hereto shall elect to terminate this Agreement by giving the other party — months' written notice thereof; provided, however, that anything herein contained to the contrary notwithstanding, this Agreement shall cease and determine upon the termination for any reason of the Agreement made the — day of ——, 193-, by and between the Producer and the Selling Agent.

In witness whereof, the respective parties hereto have this day caused this Agreement to be executed by their proper officers thereunto duly authorized, the day and year first above written.

—— ——, by —— ——, Selling Agent, by —— ——, Sub-Agent.

Approved.

By —— ——, Producer.

[fol. 1091] RIDER E

Plan of Organization of Fairmont Coal Sales, Incorporated

Printed and Distributed to Operators for Immediate Attention and Consideration

March 4, 1932

[fol. 1092] Statement

There are submitted herewith for your consideration the following documents:

1. Form of Charter for a Sales Company to be known as Fairmont Coal Sales, Inc.
2. Tentative draft of By-laws for such company.
3. Form of Stock Subscription blanks.
4. Form of Contract between the Producer and the Selling Agent.
5. Form of Contract between the Selling Agent and the Sub-Agent.
6. Form of minutes authorizing the procedure herein involved.

As you undoubtedly know, an attempt is being made by the Bituminous coal industry to set its house in order and the plan quite universally favored is that built around a Central Sales Agency. The hope of this group is to bring together as many producers as possible having mines in Northern West Virginia. To do this a Selling Company to be known as Fairmont Coal Sales, Inc., is to be incorporated under the laws of West Virginia with a Charter and By-laws such as are suggested herewith. As will be seen, therefore, nine directors are to be elected by stockholders. These stockholders are authorized at any meeting to increase the size of the Board to fifteen.

The basis of subscriptions for stock of the Selling Company is as follows:— Each producer joining in the plan shall subscribe and pay One Dollar ($1.00) per share for one share of common stock, plus as many additional shares as its "Rated Capacity" amounts to on the basis of one share for each 100,000 tons, or major fraction thereof over 100,000 tons. In addition to said common stock each pro-

ducer shall subscribe and pay for preferred stock at One Hundred Dollars ($100.00) per share on the following basis, to-wit:— One share for each 800 net tons, or major fraction thereof, of the producer's "Rated Capacity," as set forth in paragraph "Fourth" of the Sales Agency Agreement, providing that, if the producer expects to appoint a Sub-Agent or Agents, the producer shall subscribe for and purchase only one-tenth of the foregoing amount of preferred stock. Common stock is to be paid for in cash, whereas preferred stock is to be paid for twenty per cent. (20%) in cash and the balance in installments of twenty per cent. (20%) each, callable not oftener than 30 day intervals. In the discretion of the Board of Directors notes may be accepted in place of cash payments for preferred stock.

Attention is directed to the fact that in the form of Contract submitted "Rated Capacity," which is the basis of allocation of tonnage by classifications, is initially arrived at as to operating properties by multiplying by four the maximum shipments during any three months in the three years 1929, 1930, and 1931, and deducting from that what is known as "Captive Tonnage." To illustrate—if the largest tonnage which a producer has shipped from all its mines in any three months during said three year period was 250,000 tons, then its "Rated Capacity" would be 1,000,000 tons if it shipped no coal consumed by an industry or railroad which owned or controlled its mines, or which was owned or controlled by the producer or its parent or subsidiary company. If such producer is shipping "Captive Tonnage" of 250,000 tons then its "Rated Capacity" is reduced to 750,000 tons. If there is not sufficient business to absorb the total "Rated Capacity" of all producers, what business there is is pro-rated among all so that all producing the same classifications of coal will over a yearly period have approximately the same running time. In this connection, please note that pre-existing contracts are to be counted against each producer's allotment, although the selling price is not to be taken into consideration in determining the average selling price for that classification of coal and the full selling price, without deduction of any commission, is to be returned to the producer.

The form of Contract as drafted provides for both signatures and counter-signatures. It is requested that all pro-

ducers sign their Contracts and Subscription Blanks in duplicate and mail to ..... at once. Same will not become effective unless and until on a day set the Contracts and Subscription Blanks have been counter-signed on behalf of the producers, so as to make same effective. At such time the cash payments due on Stock Subscriptions are to be made.

Certificate of Incorporation of Fairmont Coal Sales, Inc.

First. The name of the corporation is Fairmont Coal Sales, Inc.

Second. Its principal office in the State of West Virginia is located in the City of Fairmont, County of Marion.

Third. The nature of the business, or objects or purpose to be transacted, promoted or carried on are:

To mine coal on its own or leased premises; to buy and/or sell coal, as principal, in its own name and for itself, and/or as agent for others, for commissions or other remuneration; to buy or sell coal lands, mineral lands, mining rights; to purchase, own, sell and develop, lease, work and operate, coal mines, coal lands, mineral lands, mining rights and coal property; to own and/or lease and operate coal yards, depots, and docks, and to engage in and to conduct a general merchandising business; to carry on the businesses of coal mining and merchandising in all of their branches, and to manufacture and sell coke and its by-products.

To institute, prosecute and develop research work for the purpose of increasing and broadening the use of coal and coal products, and to advertise the same.

To take, acquire, buy, hold, own, manage, finance, work, develop, sell, convey, rent, lease, mortgage, exchange, improve, and otherwise operate and deal in and dispose of real estate and buildings, or any interest or rights therein, without limit as to amount; to erect, construct and alter buildings and other structures; to make and enter into any and all manner and kind of contracts, agreements and obligations by or with any person or persons, corporation or corporations, and with or by this corporation, for the erection, construction, equipment, improvement, working, development, leasing, renting, repairing, management or

control of any building and edifice of any kind whatsoever.

To conduct and carry on the business of builders and contractors for the purpose of building, erecting, altering, repairing or doing any other work in connection with any and all classes of building and improvements of whatsoever kind and nature, including the building, rebuilding, alteration and repair of houses, factories, works and erections and the building and repair of bridges, and to buy and sell and deal in roofing materials, building materials, including paints and oils, steel and iron and glass, and to do and perform any and all works as builders and contractors, and with that end in view to solicit, obtain, make and perform contracts covering the building and contracting business.

To acquire by purchase, subscription, contract or otherwise, to hold for investment or otherwise, to sell, exchange, pledge or otherwise dispose of, or turn to account or realize upon, and generally to deal in and with stocks, bonds and other evidences of indebtedness, and any and all other securities issued or created by corporations, associations, partnerships, firms, trustees, syndicates, individuals, governments, states, municipalities or other political or governmental divisions or subdivisions, or by any combinations, organizations or entities whatsoever, or issued or created by others, irrespective of form or the name by which they may be described, and all trust, participation and other certificates of, and receipts evidencing, interest in any such securities and any and all personal property of every kind and description and wheresoever situated.

To borrow money and to issue bonds, debentures, notes, or other obligations or securities of the corporation from time to time for any of the objects or purposes of the corporation, and to secure the same by mortgage, lien, pledge, deed of trust or otherwise. To loan money, and to act as agent or factor for any person, partnership, or corporation.

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and

property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation, and to become surety and/or guarantor on the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To organize and conduct a credit bureau, or bureaus, and to exchange credit information with others.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable [fol. 1093] instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and

personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony, or Country.

To do any and/or all the things authorized to be done, through and by agents, and, where the corporation is itself acting as agent, to name, designate, and appoint sub-agents to act for it and in its stead, in the performance and doing of any of the things it is authorized to do as agent.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of West Virginia upon corporations formed under the act hereinafter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

Fourth. The total number of shares of stock which the corporation shall have authority to issue is five thousand (5000), of which one thousand (1000) shares shall be common stock, of the par value of One Dollar ($1.00) each, and four thousand (4000) shares shall be preferred stock, of a par value of One Hundred Dollars ($100.00). The voting power for all corporate purposes shall be vested in the common stock exclusively, and each share shall be entitled to one (1) vote. The holders of the preferred stock shall be entitled to receive dividends, when and as declared by the Board of Directors, out of the annual net profits of the corporation, or out of its net assets in excess of its capital as determined pursuant and subject to the provisions of the General Corporation Law of the State of West Virginia, at the rate of seven per cent (7%) per annum, and no more, payable first on December 31, 1932, and thereafter on June 30th and December 31st of each year. Such dividends on the preferred stock shall be payable before any dividends shall be paid upon, or set apart for, the common stock, and shall be cumulative, so that if in

any semi-annual dividend period dividends at the rate of seven per cent (7%) per annum shall not have been paid upon, or set apart for, the preferred stock, the deficiency shall be fully paid or set apart, but without interest, before any dividends shall be paid or declared upon the common stock. The corporation, through its Board of Directors, may from time to time redeem the whole or any part of the preferred stock at the price of One Hundred Dollars ($100.00) per share, plus accumulated and unpaid dividends on June 30, 1933, or any dividend day thereafter. The notice of such redemption shall be mailed to the holder of the stock to be redeemed not less than thirty (30) days prior to the date upon which the stock is to be redeemed at his address as it appears upon the books of the corporation. In the event that less than all of the outstanding preferred stock of the corporation is to be redeemed, the amount to be redeemed and the method of effecting such redemption, whether by lot or pro-rata, or otherwise, may be determined by the Board of Directors. On and after the date fixed for such redemption, the holders of shares so called for redemption shall cease to be entitled to any further dividends and the respective holders thereof shall have no right or interest thereon or therein, by reason of the ownership of such shares, except to receive the said redemption price, as a debt without interest, upon presentation and surrender of their certificates therefor. In case of liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, and after payment of all the debts of the corporation, the assets of the corporation shall first be applied to the payment of the preferred stock at par, plus an amount equal to arrearages of dividends, and the remainder shall be distributed among the holders of the common stock, share and share alike. Authority is hereby expressly granted to the Board of Directors, by resolution or resolutions, to determine the additional powers, preferences, and rights and the qualifications, limitations, or restrictions thereof not in conflict with the provisions of this paragraph or in derogation of the rights of common stock as herein set out, pertaining to the Preferred Stock, and subject to which the same shall be issued.

The By-laws of the corporation, or the Board of Directors by resolution, may in the issuance of common stock

reserve to the corporation the option to repurchase such stock at its book value upon such contingency or contingencies as may be therein set out; provided, however, that no such option shall extend for a period of more than twenty years from the date of original issuance of such stock. The By-laws, or the Board of Directors by resolution, may further provide for the protection of the said option or options by prohibiting the transfer on the books of the corporation of any share or shares or certificate or certificates representing the same unless the holder or holders thereof shall have first offered the same to the corporation in accordance with the option agreement. If the exercise of such option or options by the corporation would at the time it shall have the right to exercise the same operate to impair its capital, the corporation may assign the option or options to any other record holder or holders of common stock selected by the Board of Directors. Any option so reserved by the corporation shall be printed on the face or reverse side of the certificate representing the shares subject thereto.

Fifth. The amount of capital with which the corporation will commence business is One Thousand Dollars ($1,000.00).

Sixth. The names and places of residences of the incorporators are as follows:

Names	Residences
R. M. Hite	Fairmont, W. Va.
C. H. Jenkins	Fairmont, W. Va.
H. W. Showalter	Fairmont, W. Va.

Seventh. The corporation is to have perpetual existence.

Eighth. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

Ninth. The property and business of this corporation shall be managed by its Board of Directors, not less than nine and not more than fifteen in number. Nine said Directors shall be elected by the stockholders at the annual meeting of the stockholders, and each Director shall be elected for the term of one year, and until his successor shall be elected and shall qualify.

The Directors shall have power, from time to time, and at any time when the stockholders, as such, are not assembled in a meeting, regular or special, to fill any vacancies and forthwith to appoint and elect any other person or persons to be Directors to fill such vacancies to hold office until the next annual election, and until their successors are elected and qualified.

Tenth. In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose, or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole board to designate one or more committees, each committee to consist of three or more of the directors of the corporation, which, to the extent provided in said resolution of resolutions or in the by-laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the By-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

[fol. 1094] When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority to sell, lease, or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions, and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of

Directors shall deem expedient and for the best interests of the corporation.

The corporation may in its By-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

Eleventh. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of West Virginia may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of the laws of the State of West Virginia, or on the application of trustees in dissolution, or of any receiver or receivers appointed for this corporation under the provisions of the General Corporation Law of the State of West Virginia, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors, or class of creditors and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

Twelfth. Both stockholders and directors shall have power, if the By-laws so provide, to hold their meetings, and to have one or more offices within or without the State of West Virginia, and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of West Virginia at such places as may be from time to time designated by the Board of Directors.

Thirteenth. The corporation reserves the right to amend, alter, change or repeal any provision contained in this cer-

tificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Fourteenth. No holder of any class of stock shall have the preemptive right to subscribe to or to purchase, any additional stock of the corporation of any or all classes, whether herein or hereafter authorized.

(Attestation clause, signatures, seals and acknowledgment, being purely formal, are omitted.)

Fairmont Coal Sales, Inc.

By-laws

Offices

1. The principal office shall be in the City of Fairmont, County of Marion, State of West Virginia.

2. The corporation may also have offices at such other places as the Board of Directors may from time to time appoint, or the business of the corporation may require.

Seal

3. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Corporate Seal, West Virginia". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed, reproduced, or otherwise.

Stockholders' Meetings

4. All meetings of the stockholders shall be held at the office of the corporation in Fairmont, West Virginia, unless the notice of such meeting shall designate some other place, which may be done. The Board may also designate such other place or places as it may deem proper for the location of the office or offices of the corporation, at which stockholders' meetings may be held.

5. The annual meeting of the stockholders after the year 1932 shall be held on the third Tuesday in February in each year, if not a legal holiday; and, if a legal holiday, then on

the next secular day following, at 11:00 o'clock A. M., when they shall elect by a plurality vote, by ballot, as elsewhere herein provided, a Board of Directors, and transact such other business as may properly be brought before the meeting.

6. The holders of a majority of the stock issued and outstanding, and entitled to vote thereat, present in person, or represented by proxy, shall be requisite, and shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by law, by the certificate of incorporation or by these By-laws. If, however, such majority shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of voting stock shall be present. At such adjourned meeting, at which the requisite amount of voting stock shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

7. At any meeting of the stockholders, every holder of common stock having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation, and except where the transfer books of the corporation shall have been closed or a date shall have been fixed as a record date for the determination of its stockholders entitled to vote, no share of stock shall be voted on at any election for directors which shall have been transferred on the books of the corporation within twenty days next preceding such election of directors.

8. Written notice of the annual meeting shall be mailed to each stockholder entitled to vote thereat at such address as appears on the stock book of the corporation, at least ten days prior to the meeting.

9. A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the residence of each, and the number of voting shares held by each, shall be prepared by the secretary and filed in the office where the election is to be held, at least ten days before every election, and shall at all times, during the usual hours for business, and during the whole time of said election, be open to the examination of any stockholder.

10. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute, may be called by the President at any time; and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

11. Business transacted at all special meetings shall be confined to the objects stated in the call.

12. Written notice of a special meeting of stockholders, stating the time and place and object thereof, shall be mailed at least seven days before such meeting, to each stockholder entitled to vote thereat, at such address as appears on the books of the corporation.

Directors

13. The property and business of this corporation shall be managed by its Board of Directors, not less than nine nor more than fifteen in number. Until otherwise provided, there shall be nine Directors. They shall be elected by the holders of common stock at the annual meeting of the stockholders, in the manner herein specified, and each Director shall be elected for the term of one year, and until his successor shall be elected and shall qualify.
[fol. 1095] If the incorporators shall elect less than fifteen Directors, then the number so elected may act as a Board of Directors, and a majority thereof shall constitute a quorum.

14. The Directors may hold their meetings and have one or more offices and keep the books of the corporation, except

the original or public stock ledger, outside of West Virginia at such places as they may, from time to time, determine.

15. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual election and until a successor or successors have been duly elected, unless sooner diplaced.

16. In addition to the power and authorities by these By-laws expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation, or by these By-laws, directed or required to be exercised or done by the stockholders.

Committees of Directors

17. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each committee to consist of three or more of the Directors of the corporation, which, to the extent provided in said resolution or resolutions, shall have, and may exercise, the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. All committees shall keep regular minutes of their proceedings and report the same to the Board when required.

18. Directors, as such, shall not be paid anything for services or for expenses; provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Meetings of the Board

19. The newly elected Board may meet at such place and time, either within or without the State of West Virginia,

as shall be fixed by the vote of the stockholders at the annual meeting, for the purpose of organization or otherwise, newly elected directors in order legally to constitute the meeting; provided a majority of the whole Board shall be present; or they may meet at such place and time as shall be fixed by the consent in writing of all the Directors.

20. Regular meetings of the Board shall be held once in each month, and may be held without notice at such time and place, either within or without the State of West Virginia, as shall from time to time be determined by the Board.

21. Special meetings of the Board may be called by the President on three days' notice to each director, either personally or by mail, or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice, on the written request of two directors.

22. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation or by these By-laws.

Officers

23. The officers of the corporation shall be chosen by the Directors, at their first meeting after each annual meeting of stockholders, and shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, none of whom except the President need be a Director. The Board of Directors may also choose Assistant Secretaries, Assistant Treasurers, Auditors and such other officers as to it seems advisable, who shall hold their offices for such terms, and shall exercise such powers and perform such duties, as shall be determined from time to time by the Board. The Secretary and Treasurer may be the same person, and any Vice President may hold at the same time the office of Secretary or Treasurer.

24. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

25. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant, for any reason, the vacancy shall be filled by the affirmative vote of a majority of the whole Board of Directors.

The President

26. The President shall be the chief executive of the Corporation; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation; and he shall be ex-officio a member of all standing committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Vice Presidents

27. The Vice Presidents, in the order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

The Secretary and Assistant Secretaries

28. The Secretary shall attend all sessions of the Board and all meetings of the stockholders, and record all votes, and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

29. The Assistant Secretaries, in the order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Directors shall prescribe.

The Treasurer and Assistant Treasurers

30. The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

31. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

32. He shall give the corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the corporation in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property, of whatever kind, in his possession or under his control, belonging to the corporation.

33. The Assistant Treasurers, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

Duties of Officers May Be Delegated

34. In case of the absence of any officer of the corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the entire Board concurs therein.

[fol. 1096] Certificates of Stock

35. The certificates of stock, for both common and preferred stock, shall be numbered separately, and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name, and number of shares, and the kind of stock, whether common or preferred, together with all the specific provisions and conditions under which it is issued, prescribed by the statutes, by the charter, by the By-laws, and/or resolutions of the Board of Directors, and shall be signed by the President, or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. If the corporation has a transfer agent or an assistant transfer agent, or a transfer clerk, acting on its behalf, and a registrar, the signature of any such officer may be facsimile.

Option to Repurchase Common Stock

36. In selling, disposing of, or issuing common stock of the corporation, the Board of Directors shall reserve to the corporation the option to repurchase the same upon the happening of any one of the following contingencies at the par value of said stock: (a) if the corporation shall cease to be the exclusive selling agent of the holder of such stock for all coal produced by the holder, or (b) if he shall cease to produce coal, or (c) shall violate any present or future contract which he may have with the corporation, or (d) if title to the shares of the holder, or any of them, shall, either voluntarily or involuntarily, pass to another. Such option may be accepted by the corporation as to all or any number of the shares subject thereto at any time after any such event, but not later than thirty days after the certificate or certificates for such shares are presented to the corporation for transfer, nor in any event later than twenty years from the date of the original issuance of the shares subject thereto, by mailing a written acceptance to the holder at his address as shown on the books of the corporation.

If the exercise of such option or options by the corporation would operate to impair its capital, the corporation may assign the option or options to any other record holder or holders of common stock selected by the Board

of Directors. Options so reserved by the corporation shall be printed on the face or reverse of the certificate representing the shares subject thereto.

No share of common stock shall be transferred on the books of the corporation to the name of any other person whether outright or as pledges so long as such option remains in force or contrary to the provisions hereof.

Transfers of Stock

37. Transfers of stock shall be made on the books of the corporation only by the person named in the certificate, or by attorney, lawfully constituted in writing, and upon surrender of the certificate therefor.

Closing of Transfer Books

38. The Board of Directors shall have power to close the stock transfer books of the corporation for a period not exceeding forty days preceding the date of any meeting of stockholders, or the date for payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding forty days preceding the date of any meeting of stockholders or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividends, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Registered Stockholders

39. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of West Virginia.

Lost Certificate

40. Any persons claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact, and advertise the same in such manner as the Board of Directors may require, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such sum as it may direct not exceeding double the value of the stock, to indemnify the corporation against any claim that may be made against it on account of the alleged loss of any such certificate. A new certificate of the same tenor and for the same number of shares as the one alleged to be lost or destroyed may be issued without requiring any bond when, in the judgment of the Directors, it is proper so to do.

Checks

41. All checks or demands for money and notes of the corporation shall be signed by any two officers, or other persons, from among those whom the Board of Directors may from time to time designate for that purpose.

Fiscal Year

42. The fiscal year shall begin the first day of January in each year.

Dividends

43. Dividends upon the capital stock of the corporation subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in preferred shares of the capital stock.

44. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends, such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors shall think conducive to the interests of the corporation, and the Directors may abolish any such reserve in the manner in which it was created.

Directors' Annual Statement

45. The Board of Directors shall present at each annual meeting, and when called for by vote of the stockholders at any special meeting of the stockholders, a full and clear statement of the business and condition of the corporation.

Notices

46. Whenever under the provisions of these By-laws notice is required to be given to any director, officer or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the Post Office or letter box, in a postpaid sealed wrapper, addressed to such stockholder, officer or director, at such address as appears on the books of the corporation, or, in default of other address, to such director, officer, or stockholder, at the General Post Office in the City of Fairmont, West Virginia, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

47. Any stockholder, director, or officer may waive any notice required to be given under these By-laws.

Amendments

48. These By-laws may be altered or amended, or repealed, by the affirmative vote of a majority of the stock issued and outstanding, and entitled to vote thereat, at any regular or special meeting of the stockholders.

Subscription Agreement

To Fairmont Coal Sales, Inc.:

Whereas, Fairmont Coal Sales, Inc., hereinafter called the "Selling Agent", has been organized under the laws

of the State of West Virginia for the purpose, among others, of acting as Selling Agent for producers of coal in the State of West Virginia, and elsewhere, with an authorized capital stock of 1000 shares of common stock of the par value of $1.00 each, and 4000 shares of 7% non-voting cumulative preferred stock of the par value of $100.00 each, redeemable at par and accrued and unpaid dividends; such preferred stock to have such other rights and privileges and to be subject to such restrictions as may be prescribed by the Board of Directors and as are not in conflict with paragraph fourth of the Charter of the Selling Agent, nor in derogation of the rights of common stock, as provided in said Charter; and

[fol. 1097] Whereas, stock in the Selling Agent, until otherwise provided by the Board, is to be sold to producers of coal in the State of West Virginia who sell such coal through the Selling Agent, on the following basis:

One (1) share of common stock for each Producer, and, in addition thereto, one (1) share for each 100,000 net tons, or major fraction thereof, of such Producer's "Rated Capacity" as said term is defined in paragraph "Fourth" of the Sales Agency Agreement between the Producer and the Selling Agent; and where the Producer will not appoint any Sub-agent for the sale of its coal, one (1) share of preferred stock for each 800 net tons, or major fraction thereof, of such Producer's "Rated Capacity", and where the Producer will appoint a Sub-agent for the sale of its coal, one (1) share of preferred stock for each 8,000 net tons, or major fraction thereof, of such Producer's "Rated Capacity"; and

Whereas, the undersigned, herein called the "Producer", desires to subscribe for stock of the Selling Agent on such plan and, as a basis therefor, represents that the "Rated Capacity" of its mines at —— and —— is — net tons, and that it (will) (will not) appoint a Sub-agent for the sale of its coal to be handled by the Selling Agent;

It is agreed:

1. The undersigned Producer hereby subscribes and agrees to pay for shares of stock of the Selling Agent, as follows:

— shares of common at $1.00 per share, $——.

— shares of preferred at $100.00 per share, $——.

2. The entire price of the common stock and 20% of the preferred stock, herein subscribed for, shall be payable to the Selling Agent immediately upon acceptance by it of this subscription. The balance of the price of the preferred stock shall be payable when and where called by the Board of Directors of the Selling Agent but not sooner than one-fourth of such balance thirty days from date, one-fourth thereof sixty days from date, one-fourth thereof ninety days from date, and one-fourth thereof 120 days from date.

3. Common stock shall be subject to the option of the Selling Agent to re-purchase the same as provided in the Selling Agent's By-laws, and the Producer hereby grants such option to the Selling Agent on all and any part of such common stock herein subscribed for at par value.

4. This subscription contract shall not be binding upon the Producer unless and until the same is countersigned at the place hereinafter indicated by any one of the following persons, each of whom has been duly authorized to countersign the same for and on behalf of the Producer, to-wit: —— ——, —— ——; and unless and until the same is accepted by the Selling Agent, but when so countersigned and accepted shall be binding upon the Producer.

5. The Producer, if a corporation, represents that its officers are duly authorized to execute this agreement in its behalf, and that it has the necessary corporate authority to subscribe for and hold the stock of the Selling Agent.

Dated at —— this — day of ——, 1932.

—— ——, Producer, by —— ——, Its —— ——.

Countersigned on behalf of the Producer this — day of ——, 1932.

By —— ——.

Accepted by the Selling Agent this — day of ——, 1932.

Fairmont Coal Sales, Inc., Selling Agents, by —— ——, Its ——.

Form of Contract to Be Entered Into Between Proposed Regional Sales Agency and the Individual Coal Producer

Agreement made this — day of ——, 1932, by and between —— ——, a corporation organized and existing

under and by virtue of the laws of the State of ——, hereinafter called the "Producer", and —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Selling Agent";

Witnesseth:

Whereas the Producer is the owner of certain coal mines located at —— and ——, in the State of West Virginia, and is engaged in the mining and production of coal; and

Whereas the Selling Agent is entering into the business of buying and selling coal and of selling and distributing coal on a commission basis for various Producers operating in the State of West Virginia in the producing territory hereinafter referred to as the Northern West Virginia District, and is prepared to sell and distribute on a commission basis coal of the kind and character produced by the Producer; and

Whereas this Agreement is one of a number of identical or substantially similar agreements between other coal Producers operating in said district and the Selling Agent; and

Whereas it is agreed between the parties hereto that the Selling Agent shall not enter into contracts similar to this, the result of which would be to give the Selling Agent the sale of more than 75% of the coal produced in Northern West Virginia, nor to an extent which would deprive any consumer or dealer in coal of the opportunity to purchase coal in competition with the coal produced by the seller at a competitive price and deliverable on comparable freight rate; and

Whereas a violation of this provision of the agreement will give the producer the right to cancel the agreement without incurring liability for damages for such cancellation and without any liability except the liability to make deliveries on contracts already entered into by the selling agency on behalf of the producer, with consumers or dealers;

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant and agree as follows:

First—As a matter of information to the Selling Agent with respect to the ability of the Producer to produce coal, the Producer represents that during the calendar years 1929, 1930, and 1931, the average annual shipments and sales of the Producer were — net tons; and that in the normal course of business the Producer's mines are of sufficient capacity to maintain that rate of annual shipments during the period of — years. The three calendar months of largest shipments during the years 1929, 1930, and 1931, were ——, ——, and ——, 19—, and the total shipments for said three months were — net tons. It is absolutely understood and agreed that the tonnage produced during the aforementioned three months is based on single shaft operation of eight hours per day. A list of the Producer's mines is attached hereto, marked "Schedule A", showing the date when each was developed, the shipments from each said mine in each of the calendar years 1929, 1930, and 1931, and the remaining recoverable tonnage in the land owned or leased by the Producer adjacent and available to same.

Second—The Producer hereby appoints the Selling Agent as its exclusive Agent for the sale of the coal produced by it in its mines located at —— and ——, in the State of West Virginia, and the Selling Agent hereby accepts the appointment as such Selling Agent, all on the terms and conditions hereinafter contained; provided, however, that the Producer hereby expressly reserves from the terms of this Agreement such coal as may be produced and used by it in the operation of its mines, or which it may furnish or sell to its employees for their use, or which remains to be delivered on contracts now in force and not yet completed at the date of the taking effect of this Agreement, a list of which contracts with informative data is attached hereto and marked "Schedule B", or which comes under the classification of "Captive Tonnage", as hereinafter defined.

[fol. 1098] Third. The parties hereto agree that, as soon as may be after the taking effect of this Agreement, the Selling Agent will establish standard classifications for all coal which it sells as Agent, based upon the suitability of the coal for particular purposes, such as domestic coals, gas coals, by-product coals, metallurgical coals, and steam coals,

and such other classifications as may be decided upon by the Selling Agent. These classifications shall give regard to chemical analysis, including (a) moisture, (b) volatile matter, (c) fixed carbon, (d) ash, (e) sulphur, (f) British Thermal Units, (g) fusion point of ash, and (h) structure and physical characteristics. The Selling Agent will also establish a standard classification of sizes for the various grades from the mines of each Producer whose coal it sells.

Pending the establishment and classification of grades of coal as above provided, the Selling Agent shall classify such coal as nearly as possible in accordance with the classification furnished by the Producer; and to this end the Producer shall furnish the Selling Agent with a statement for the years 1930 and 1931 showing, as far as practicable, the uses for which its coal was sold during those years, the chemical analysis of the coal from each mine, and for each grade of coal from each mine, the description and sizes of the screens used at each mine, the number of tracks available, and showing the number of grades that can be made at one time and the percentage that each grade bears to the total mine run coal produced and screened.

As soon as established the Selling Agent shall give to the Producer written notice of the standard of classifications established by the Selling Agent, and at such time it shall, and at any subsequent time that it feels that a re-classification is needed, it may give to the Producer written notice of the classes in which the Selling Agent has placed the coal of the Producer, and if, within twenty days from the receipt of such notice, the Producer shall not make any objection thereto, the classification of the coal of the Producer so established shall be final and binding upon the Producer until a different classification of the coal of the Producer has been made by the Selling Agent. In the event that, within such initial period of twenty days or subsequently, but not more often than once in three months, the producer shall give written notice to the Selling Agent that it objects to such classification of its coal, and specifies its objections, the Producer shall have the right to have a re-classification made of its coal, and, in the event that the parties cannot within 10 days agree upon such re-classification, the differences between them shall be settled and determined under the provisions of paragraph "Seventeenth" hereof. In

the event that any change shall be made in the classification of the coal of the Producer established by the Selling Agent as the result of action taken by the Producer pursuant to this paragraph, all expenses in connection therewith shall be divided equally between the Producer and the Selling Agent, but, if no change shall be made in the classification, such expense shall be paid by the Producer.

Fourth. It is further understood and agreed by and between the parties hereto that the intent of this and other similar contracts is to promote the orderly marketing of coal by discouraging competition of a destructive nature and preventing the waste of natural resources; and that the Selling Agent is obligated by this and other similar Contracts to use its best efforts to sell all of the coal which the Producer herein and the Producers named in said other Contracts can produce, or so much thereof as the market will justify, at the best possible prices obtainable, but at prices not prejudicial to the consumer-public interest and at such prices as will allow the Producer to pay its employees a fair and equitable wage and in addition thereto receive a fair and equitable return on its investment. The foregoing language is not intended to refer to coal expressly excluded from the operation hereof under paragraph "Second" above; furthermore, it is understood and agreed that the demand for coal of different grades, uses and classifications varies materially from season to season and from time to time, depending upon the industrial market and weather conditions; that at times there is a greater demand for coal suitable for certain purposes than at other times, and that, therefore, the Selling Agent will be able at times to sell particular classes of coal in greater quantities than it may be able to sell other classes of coal. When the demand is not sufficient to absorb such of the output of Producers represented by the Selling Agent as comes under the operation of this and similar Contracts, the participation as between the various Producers, as nearly as may be, shall be based upon the Producer's "Rated Capacity", arrived at as follows:

As to each mine operating upon the effective date of this Agreement, or which can be made ready to operate within thirty days thereafter, the largest shipment therefrom during any three months during the three calendar years 1929,

1930, and 1931, as stated in paragraph "First" above, shall be multiplied by four, and from this sum shall be deducted the amount of any so-called "Captive" tonnage, which shall be considered such tonnage as is consumed by an industry or railroad which owns or controls such mine, or which is owned or controlled by the Producer or its parent or subsidiary company. Such resulting tonnage of all mines of the Producer covered by this Agreement shall be added together and the total thereof shall be taken as the "Rated Capacity" of the Producer. It is agreed that such "Rated Capacity" may be increased or reduced during the term of this Agreement, as the result of actual performance for a period of at least three months hereunder, or because of the opening of new mines or the abandonment of mines by the Producer, or for other proper causes affecting the actual production capacity of the Producer's mine or mines.

If any mine has been shut down for such length of time that it cannot be made ready to operate within thirty days after the effective date of this Agreement, such mine when ready to open shall report to the Selling Agent its desire to re-open and negotiate with the Selling Agent a tentative rating which shall be effective for a period of three months, after which time said mine's "Rated Capacity" shall be determined on the basis of its ability to produce, as shown by its performance during said three months' period.

In the interest of efficiency of operation, a Producer having more than one mine with a rating may apply the total of its allotment among its mines at will, provided that any mine which is idle is properly maintained, that is, pumped, posted, developed, fully equipped and ready within thirty days to produce its "Rated Capacity". Affiliated Producers, to-wit, those controlled by the same interests, may make application to the Board of Directors of the Selling Agent for permission to be treated, and, upon the consent of said Board, may be treated, as one Producer in regard to all mines operated by them in respect of the foregoing provision relating to the application of allotment among mines in the interest of efficiency of operation. No restrictions shall be placed upon the opening of new or additional capacity, excepting that the Producer must negotiate for an initial or adjusted "Rated Capacity".

Within 10 days after the effective date of this Contract any Producer may apply to the Selling Agent for a re-rating of any mine and the Selling Agent must within 20 days thereafter re-determine same and given written notice thereof to the Producer. The Selling Agent may also at any time, upon its own motion, re-rate any mine, thus changing the "Rated Capacity" of the Producer, giving written notice thereof to the Producer. If within 20 days from the receipt of any notice of a change in "Rated Capacity" the Producer shall not make any objection thereto, the rating of said mine or mines and the "Rated Capacity" of the Producer so established shall be final and binding upon the Producer until a different "Rated Capacity" of the Producer has been determined by the Selling Agent. In the event that within such initial period of 20 days or subsequently, but not oftener than once in three months, the Producer shall give written notice to the Selling Agent that it objects to its "Rated Capacity" and specifies its objections, the Producer shall have the right to have its "Rated Capacity" re-examined and re-determined, and, in the event that the parties cannot within 10 days agree upon such "Rated Capacity", the differences between them shall be settled and determined under the provisions of paragraph "Seventeenth" hereof; it being understood that any change in "Rated Capacity" resulting from the application of a Producer therefor shall be effective from the date of the application therefor. In the event that any change shall be made in the "Rated Capacity" of the Producer as the result of application made therefor by the Producer pursuant to this paragraph, all expenses in connection therewith shall be divided equally between the Producer and the Selling Agent, but if in such case no change shall be made in the Producer's "Rated Capacity", all such expense shall be paid by the Producer.

[fol. 1099] Whenever the tonnage of coal required by the Selling Agent for delivery on its contracts of sale, together with the tonnage of coal required for delivery on contracts of the Producer and all other Producers (reserved from the operation of this and similar Agreements under paragraph "Second" herein), but excepting therefrom so-called "Captive" tonnage to be shipped by the Producer, is not sufficient to operate on a full-time basis the mines of all the

Producers represented by the Selling Agent, then the participation of the Producer in the aggregate tonnage of coal required as aforesaid shall be such percentage of said aggregate tonnage as the aforesaid "Rated Capacity" of the Producer bears to the total "Rated Capacity" of all Producers whose coal is sold by the Selling Agent; it being understood, however, that these percentages are subject to variation due to variations in the sale of the different sizes, grades and qualities, classifications and seams of coal, as above set out; but that it is the purpose of this and all similar Agreements that the Selling Agent shall, from time to time, over each annual period, as nearly as conditions will permit, all factors considered, give each Producer, as nearly as is reasonably possible, its pro-rata part of the available volume of business, excluding from said volume "Captive" tonnage hereinbefore referred to and hereinafter more particularly explained.

The tonnage of coal, if any, which remains to be delivered by the Producer on contracts now in force and not yet completed at the effective date of this Agreement (reserved from the operation of this Agreement in paragraph "Second" herein) shall not be subject to the operation of this Agreement in any respect other than as in the preceding paragraph provided.

"Captive" tonnage shall be deducted from potential capacity in arriving at "Rated Capacity", and shall be excluded from the operation of this Agreement.

Fifth. The Selling Agent agrees that, subject to the terms of this Agreement, in so far as possible, it will sell the coal of the Producer in the markets, to the same customers and under the mine name, trade-mark, or trade-name or names that the Producer has heretofore sold such coal, and shall maintain the trade-marks, trade-names and good-will of the Producer, and shall endeavor to broaden the market.

Sixth. During the term of this Agreement the Selling Agent is hereby authorized by the Producer to sell the coal of the Producer, subject to the conditions herein stated, at the best price or prices obtainable under current competitive conditions and with due regard to the quality, preparation and classification of the coal to be sold; provided, how-

ever, that the Selling Agent shall make no sales, or contracts of sale, calling for deliveries of coal from the mines of the Producer during a period beyond 60 days from the date of such sale, or contract of sale, without first obtaining the written authority of the Producer so to do, which authority shall be evidenced by the written consent of the Producer endorsed on said sale memorandum or contract of sale.

Seventh. Subject to the provisions of this Agreement, the Producer agrees promptly to fill all orders taken for its account by the Selling Agent hereunder; to prepare all coal to be shipped by the Producer under this Agreement in accordance with good practice; to screen all such coal as directed by the Selling Agent and as the screening equipment of the Producer will permit; and to ship all such coal in the kind of equipment indicated by the Selling Agent; provided, however, that the Producer shall not be liable for failure to make shipments due to war, war conditions, insurrections, mine disasters or breakdowns, fires, or other accidents at the mines, shortage of cars, interruptions of car service, strikes, labor agitations or disturbances, shortage of labor supply, orders of any governmental body affecting the distribution, routing or delivery of coal or cars, or to any other causes of like or different character beyond the Producer's control. The Selling Agent shall have the right, at its own expense, to inspect at the tipple, or elsewhere, all of the coal of the Producer to be shipped pursuant to contracts of sale made by the Selling Agent, and, subject to the conditions herein contained, to determine all questions of classification, grade, preparation and quality with respect to such coal.

Eighth. The Selling Agent shall have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Producer, and shall deduct the amount of such allowances and adjustments from the remittance made to the Producer; provided, however, that in all such cases the Producer shall first be given an opportunity to investigate any such claims and make its representations to the Selling Agent in regard thereto. Any allowances or adjustments made with purchasers on account of any

complaint resulting from causes within the control of the Selling Agent.

Ninth. The Producer agrees, in respect of all coal shipped by the Producer to or for the account of the Selling Agent under the provisions of this Agreement, (excluding therefrom, of course, "Captive" tonnage and tonnage shipped on pre-existing contracts), to pay to the Selling Agent a commission of 10% of the sum arrived at by multiplying the Producer's tonnage by the average selling price, (as hereinafter defined), f. o. b. at the mines, of all coal sold by the Selling Agent under this and similar Agreements, calculated separately for each size of coal in each classification.

From the amount due to the Producer on the basis of average selling prices there shall be deducted, before remittance by the Selling Agent to the Producer, said commission of 10%, and, in addition thereto, any allowances and adjustments authorized to be and actually made with purchasers on account of any complaint resulting from causes within the control of the Producer. It is understood that where the coal shipped by the Producer is sold by the Selling Agent through a Sub-Agent, as in paragraph "Fourteenth" provided, the Selling Agent shall pay to such Sub-Agent as its commission eight per cent (8%) of the authorized selling price, f. o. b. at the mines, as set forth in paragraphs "Sixth" and "Seventh" of the form of Sub-Agent's Agreement hereto annexed and marked "Schedule C".

Tenth. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Producer, which weights, in the case of carload shipments, shall be railroad scale weights at the points where coal is customarily weighed by the railroad for assessing freight charges; and, in the case of coal shipped out by trucks or by barges, shall be weights furnished on a basis satisfactory to the Selling Agent. It is agreed that, where the coal shipped by the Producer is sold by the Selling Agent through a Sub-Agent, the contract with the Sub-Agent shall provide that it shall furnish to the Selling Agent not later than the 15th of each calendar month a statement of sales in respect of all shipments made prior to the first of that month for which payment to the Producer has not thereto-

fore been made, and on which weights have been received by the Selling Agent not later than the 6th of that month, and that it shall remit to the Selling Agent not later than the 20th of that month the full price on all such sales, less any and all commissions and/or deductions authorized in this Agreement, and less any "premium" included in said sales prices, which "premium" shall be the excess of such sales prices over the minimum prices authorized by the Selling Agent; it being understood that there is no "premium" in respect of coal sold on pre-existing contracts, as to which the full sales prices shall be remitted without deduction for commission.

The Selling Agent agrees that on or before the 25th of each calendar month during the term hereof it will account and pay to the Producer for all coal of the Producer shipped to or for the account of the Selling Agent under this Agreement prior to the first day of that month, for which payment to the Producer has not theretofore been made, and on which weights have been received by the Selling Agent not later than the 6th day of that month, less any and all commissions and/or deductions authorized in this Agreement, unless in particular cases different dates for payments are agreed upon by the parties; provided, however, that the selling price of coal shipped on pre-existing contracts shall not be taken into consideration in determining the average selling price above referred to, the full selling price on such coal to be remitted to the Producer, without deduction of any commission therefrom; nor shall the "premium" obtained by the Sub-Agent, if any, be taken into consideration in determining the average selling price above referred to.

It is understood and agreed that the price to be paid by the Selling Agent to the Producer for each grade or class of coal shall be the average of all prices (excluding therefrom, of course, "premiums" secured by Sub-Agents and retained by them) received by the Selling Agent for all coal of that particular class or grade shipped by all producers and included in that settlement, except coal shipped on pre-existing contracts. Separate average prices will be calculated and paid for each size and grade of coal made pursuant to the provisions of paragraph "Third" hereof. Unless rejected, as in the next paragraph provided, coal shall

be settled for in the classification in which it is offered by the Producer to the Selling Agent.

Any coal rejected by the Selling Agent for the class for which offered by the Producer may, at the option of the Selling Agent, be sold and settled for in a lower class, or sold outside of any class and settled for with the Producer at the actual price received therefor, less commission.

[fol. 1100] Eleventh. As to coal sold in pursuance of this Agreement for delivery at points on the Great Lakes and waters tributary thereto, for transshipment by vessel, and as to coal shipped to Coal Docks at said points upon consignment, or for storage, sale and distribution from such points, the Selling Agent may make such contracts with Sub-Agents and/or others for the payment of railroad freight and water transportation and for discharging, storing and delivering said coal as, in its discretion, it considers necessary and proper. All charges and obligations incurred in connection with such freight transportation, discharging, storing and delivering of said coal shall be deducted and paid before ascertaining the amount which the Selling Agent is entitled to receive on the sale of said coal. On coal so handled the time of settlement with the Producer and other provisions of this Agreement inconsistent herewith are modified and varied to conform to the provisions and requirements of such contracts.

In the case of consignment coal above referred to, the Selling Agent may call upon all Producers shipping coal of the classification included in said consignment to share pro-rata in said consignment of coal, in order that the burden of carrying same may be ratably distributed; and, if any Producer to whom any of such consignment coal is allotted shall refuse to ship such allotment, such tonnage shall be charged against the allotment of such Producer.

Twelfth. The books and records of the parties hereto, so far as they have to do with the subject of this Agreement, shall, at all reasonable times, be open to the inspection of the other party; and the Selling Agent is hereby expressly authorized to call upon any Railway Company over whose lines shipments have been made by the Producer for any and all information pertaining to any such shipments.

Thirteenth. With said remittance forwarded on the 25th day of each calendar month, as provided for in paragraph

"Tenth" above, the Selling Agent shall furnish to the Producer a complete report of all coal shipped by the Selling Agent for the account of the Producer and for the account of all other Producers under identical or substantially similar Agreements. Said report shall show the classes, quantities and grades of coal, the range of prices for each grade of coal, and the tonnage sold and delivered at each price.

Fourteenth. The Producer may at any time designate one or more persons, firms or corporations to act as Sub-Agent or Sub-Agents of the Selling Agent, for the purpose of selling the coal of the Producer, subject to all the terms and conditions contained in the Form of Sub-Agent's Agreement annexed hereto and marked "Schedule C", either upon furnishing to the Selling Agent satisfactory proof that the Sub-Agent is financially responsible and able to meet the obligations assumed by it, or upon guaranteeing performance by the Sub-Agent of its contract in all respects. A Sub-Agent may sell other coal which the Selling Agent has for sale under Contracts similar to this, unless the Producer specifically limits the Sub-Agent to the selling of coal produced by it.

The Selling Agent, acting through its Board of Directors, shall have the right to reject the designation of any party as Sub-Agent, or to cancel said designation and any Sub-Agent's Contract resulting from said designation if, upon investigation, it believes that said designated Sub-Agent is not a bona fide Selling Agent; and the decision of the Selling Agent in this respect shall not be reviewable under paragraph "Seventeenth" hereof.

The Producer reserves the right to cancel any Sub-Agency designation at any time that it shall become dissatisfied with the Credit standing of the Sub-Agent, by giving written notice of such cancellation to the Sub-Agent and to the Selling Agent, and to require customers to whom coal has been sold through such Sub-Agent to remit the gross unpaid selling prices thereof direct to the Selling Agent. The Producer also reserves the right to withdraw or cancel any such Sub-Agency designation for any reason appearing to it sufficient, upon giving to the Sub-Agent and to the Selling Agent 30 days' written notice of such withdrawal; whereupon the Producer shall likewise have the

right to require customers to whom coal has been sold through such Sub-Agent to remit direct to the Selling Agent. In any case where the contract with the Sub-Agent has been cancelled the Selling Agent shall pay to the Sub-Agent all commissions and "premiums", if any, earned by it under its Sub-Agency Agreement during the existence thereof, when and as collections are made by the Selling Agent, deducting from such sums due to the Sub-Agent only such amounts as were deducted in settlement with the purchasers on account of allowances or deductions made because of complaints resulting from causes within the control of the Sub-Agent.

In case such Sub-Agent makes sales contracts for coal during periods of shortage in demand under the conditions set out in paragraph "Fourth" hereof in excess of the pro-rata share of the Producer in the total sales of the Selling Agent, the Selling Agent shall have the right to deliver such excess tonnage from the mines of other Producers of like character of coal. In such event the Producer, or the Sub-Agent of the Producer, shall have the right, at the expense of the Selling-Agent, to inspect the coal being so delivered from the mines of other Producers, with the right to complain to the Selling Agent if said coal is not the equal in all respects of the coal of the Producer which would have been shipped on said contracts except for the allotment made; but the Selling Agent shall account and pay to the Sub-Agent its full commission thereon and any "premium" involved therein.

The Selling Agent shall be responsible for the acts of its Sub-Agents in the same manner as it is responsible for its own acts, except as hereinafter provided; provided, however, that it shall not be responsible for any act or omission of any Sub-Agent designated by the Producer where such act or omission is contrary to instructions or in violation of authority conferred by the Selling Agent upon such Sub-Agent.

Fifteenth. The Selling Agent guarantees payment of all accounts, and is hereby granted full authority to collect for all coal sold by it under this Agreement, and, for the purpose of enforcing such collection, to bring suit therefor in its own name; provided, however, that the Selling Agent shall not be liable to the Producer for the payment of

accounts arising out of the sale of coal by a Sub-Agent designated by the Producer.

Sixteenth. It is the intent of this Agreement to provide for an orderly and business-like method of selling the coal of the Producer by the Selling Agent hereinbefore appointed as the Producer's exclusive Selling Agent, and it is therefore, agreed that the Producer shall not sell or ship any coal, other than "Captive" tonnage coal and coal shipped upon pre-existing contracts, except upon the order and at the direction of the Selling Agent; provided, however, that, in the case of coal shipped upon pre-existing contracts, the shipment of same shall be handled through the Selling Agent, but in a way to conform to the terms of the contracts of sale, in order to fully protect the Producer on its obligations in respect thereof.

Seventeenth. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a Board of Arbitration composed of three disinterested and competent persons experienced in the coal trade, who shall be selected and who shall make their award in the following manner, to-wit:— Upon a disagreement occurring, either party may notify the other, in writing, that it elects to have the matter referred promptly to arbitration, and, within ten (10) days after receipt of such notification, each party shall select an arbitrator, and, in writing, notify the other of the person so chosen, and the two persons so chosen shall, within fifteen (15) days thereafter, choose a third person with like qualifications, and the three persons so chosen shall proceed forthwith to settle the question or questions at issue, and the decision of said three persons, or of any two of them, shall be reduced to writing and delivered to the parties hereto within not more than (30) days from the final submission of such controversy for decision, and such award shall be binding upon the parties hereto, and shall be promptly complied with and carried out. In case of the death or disability of any arbitrator, his successor shall be chosen within five (5) days thereafter, by the party appointing him, or if he be the third arbitrator

appointed, then by the two arbitrators already appointed and acting. In case of the refusal or failure of either party to this Agreement to appoint an arbitrator within said ten-day period, or in case the two arbitrators appointed by the two parties hereto shall fail to agree within said fifteen-day period upon a third arbitrator, or within said five-day period upon a successor to said third arbitrator, such arbitrator shall, upon application of either of the parties hereto, be appointed by a Judge of the District Court of the United States for West Virginia. The arbitrators in rendering their award shall fix a reasonable amount for their compensation, and such amount, together with any other proper expense of the arbitration, shall be borne and paid equally by the parties hereto. Except as the same may be inconsistent herewith, the United States Arbitration Act, including all amendments, shall be applicable hereto.

[fol. 1101] Eighteenth. The Selling Agent, through its Board of Directors, shall have and is hereby given full and complete authority to handle all emergency matters not expressly covered by and not inconsistent with the terms of this Contract, to the end that all contingencies arising in connection with the carrying out of this Contract may be fully met.

Seventeenth. This Agreement shall become effective and binding upon the parties when same shall have been fully executed by them, which, in the case of the Producer, means that same has been signed by its President or Vice President and counter-signed by another officer or agent duly authorized in the premises; but in no event shall the effective date hereof be later than the — day of ——, 1932. This Agreement shall continue in force until March 31, 1935, and thereafter from year to year; provided, however, that either party hereto may elect to terminate this Agreement on March 31st of any year, beginning with the year 1935, by giving to the other party six (6) months' written notice of such election. Upon receipt of such notice the Selling Agent shall promptly notify all Producers with whom it has entered into substantially identical or similar agency Agreements, and within thirty (30) days from the receipt by any Producer of any such notice it may serve notice of termination to take effect on the same date.

Twentieth. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that, in case the Producer sells its property, to a purchaser who will not sell any of the coal produced thereon in the commercial market, or in case the Producer ceases to operate its mine or mines, then this Contract shall be thereby terminated, except as to the performance of contracts then in force for the delivery of coal. As to such unexpired and uncompleted contracts the Producer shall, upon the request of the Selling Agent, furnish its ratable proportion of the tonnage of coal required to fill the same.

In witness whereof, the respective parties hereto have caused this Agreement to be executed, in duplicate, by their proper officers thereunto duly authorized, the day and year first above written.

Counter-signed on behalf of —— ——, by —— ——, Its ——. —— ——, by —— ——, Its ——. Counter-signed on behalf of, —— ——, by —— ——, Its ——, by —— ——, Its —— ——.

Form of Contract to be entered Into Between Proposed Regional Sales Agency and Its Sub Agent.

Agreement made this — day of ——, 1932, by and between —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Selling Agent", and —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Sub-Agent"—witnesseth:

Whereas, pursuant to an Agreement dated the — day of ——, 1932, by and between the Selling Agent and —— ——, a corporation organized and existing under and by virtue of the laws of the State of ——, hereinafter called the "Producer", a copy of which Agreement is hereto attached and made a part hereof, the Selling Agent has agreed to act as the exclusive Selling Agent of the Producer for the sale of coal produced by it in its mines located at —— and ——, in the State of West Virginia; and

Whereas it is provided in said Agreement that the Producer may at any time designate a Sub-Agent or Sub-Agents of the Selling Agent, subject to all the terms and conditions of said Agreement; and

Whereas the Producer has, by writing dated —— —, ——, designated —— —— as its Sub-Agent, pursuant to the terms and conditions of said agreement; and

Whereas the Sub-Agent is engaged in the sale and distribution of coal and is willing to act as Sub-Agent of the Selling Agent on the terms and conditions hereinafter contained;

Now, therefore, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

First. The Selling Agent hereby appoints —— —— as its Sub-Agent for the sale of the coal of the Producer and such other coal of other Producers as the Selling Agent and the Sub-Agent may agree upon from time to time; and the Sub-Agent hereby accepts such appointment on all the terms and conditions contained in this Agreement.

Second. The Sub-Agent agrees to use its best efforts to sell hereunder in such amounts and in accordance with such classifications as the Selling Agent may designate and upon such terms and conditions and at not less than the price or prices established by the Selling Agent from time to time; and the Sub-Agent shall not depart from the amounts, classifications, terms and conditions, or sell at prices less than those so established by the Selling Agent without the prior authorization of the Selling Agent.

In the event that in the sale of coal under this Agreement the Sub-Agent departs from the amounts, classifications, terms and conditions, or shall sell at prices less than those established by the Selling Agent, then the Selling Agent shall have the right to forthwith terminate and cancel this Agreement on written notice given by it to the Sub-Agent and to the Producer, stating its election so to do.

Third. The Sub-Agent shall not have authority to make allowances and adjustments on account of any complaint of any purchaser resulting from causes within the control of the Producer or the Selling Agent, except under the direction and subject to the approval of the Selling Agent. Any such allowances and adjustment so approved by the Selling Agent shall be deducted from the amount to be remitted by the Sub-Agent to the Selling Agent in accordance with the terms of this agreement.

Fourth. The Sub-Agent shall, upon notification to the Selling Agent, have authority to make allowances and adjustments with purchasers on account of any complaint of any purchaser resulting from causes within the control of the Sub-Agent, but any such allowances or adjustment shall be absorbed by the Sub-Agent and shall not affect the selling price returned to the Selling Agent. The Sub-Agent further agrees to hold the Selling Agent harmless from any damage or liability occasioned by any act or omission of the Sub-Agent; provided, however, that anything herein contained to the contrary, notwithstanding, the Sub-Agent shall in no way be responsible for any loss or damage occasioned by any act or omission on the part of the Selling Agent or the Producer in respect of any coal sold in accordance with the provisions of this Agreement.

Fifth. The Sub-Agent guarantees the payment of all accounts and shall collect all sums due and owing to it for the account of the Selling Agent for all coal sold by the Sub-Agent under this Agreement and, for the purpose of enforcing such collection, full and complete authority is hereby granted to the Sub-Agent to bring suit therefor in its own name.

Sixth. On coal shipped in accordance with the terms of this Agreement the Selling Agent agrees to pay to the Sub-Agent a commission of 8% of the authorized selling price, f. o. b. at the mines. Said commission is to be figured on selling price, f. o. b. at the mines, (being the actual selling price on a mine basis, less any "premium", which "premium" is the excess of the selling price over the price at less than which the Sub-Agent may not sell), prior to deduction for allowances and adjustments, regardless of whether same be on account of a complaint resulting from causes within the control of the Producer, the Selling Agent or the Sub-Agent. In accounting and remitting to the Selling Agent for coal sold by it, as set forth in paragraph "Seventh" herein, the Sub-Agent shall deduct from the actual sales prices of coal sold by it and for which settlement is being made (a) any and all allowances or adjustments made with purchasers on account of any complaint resulting from causes within the control of the Producer or Selling Agent, which allowances or adjustments have

been authorized by the Selling Agent, (b) the commission [fol. 1102] due to the Sub-Agent in connection with such sales; and (c) the "premium" secured by such Sub-Agent in connection with such sales; the Sub-Agent absorbing any allowances or adjustments made with purchasers on account of any complaint resulting from causes within the control of the Sub-Agent; provided, however, that the Sub-Agent shall remit the full sales prices of coal shipped on pre-existing contracts, without deduction of any commission or "premium" in respect thereof.

In case the Sub-Agent shall make sales contracts for coal during periods of shortage in demand in excess of the pro-rata share of the Producer in the total sales of the Selling Agent and the Selling Agent shall cause such excess tonnage to be delivered from the mines of other Producers of like character of coal, nevertheless, the Sub-Agent shall be entitled to receive from the Selling Agent its 8% commission and its "premium", if any, on such excess tonnage sold by it but delivered from mines of other Producers; and the Selling Agent hereby agrees to remit to the Sub-Agent such commission and "premium", if any, as soon as the Selling Agent receives remittance for the sale of said coal.

Seventh. All coal sold hereunder shall be paid for and settlements made on the basis of weights furnished by the Selling Agent, which weights, in the case of carload shipments, shall be railroad scale weights at the points where the coal is customarily weighed by the railroad for assessing freight charges; and, in the case of coal shipped out by trucks or by barges, shall be weights furnished on a basis satisfactory to the Selling Agent. Not later than the 15th of each calendar month during the term hereof the Sub-Agent shall furnish to the Selling Agent a statement of sales in respect of all shipments made for its account by the Selling Agent under this Agreement prior to the first day of that month for which payment to the Selling Agent has not theretofore been made, and on which weights have been received not later than the 6th of that month, the form of such statement to be determined by the Selling Agent; and not later than the 20th of such month the Sub-Agent shall remit to the Selling Agent, as set forth in paragraph "Sixth" above, the full price on all such sales, less the

amounts of items (a), (b) and (c) in said paragraph "Sixth" set forth. It is further understood and agreed that, in the event the Sub-Agent shall sell coal for the account of the Selling Agent at a price higher than the minimum price authorized by the Selling Agent, at the time of the sale, the Sub-Agent shall not be required to account and pay to the Selling Agent the amount of the excess so realized, and such excess shall not be considered by the Selling Agent in arriving at the average selling price of the coal of all Producers with which it has Contracts similar to that with the Producer herein named.

Eighth. All sales shall be made by the Sub-Agent for the account of the Selling Agent but shall be invoiced to the purchaser in the name of the Sub-Agent, and payment shall be made to the Sub-Agent by the purchaser. A copy of each such invoice shall be sent to the Selling Agent at the time it is sent to the purchaser.

Ninth. Subject to the provisions of this Agreement, the Selling Agent agrees to promptly fill all orders taken for its account by the Sub-Agent authorized and/or accepted by said Selling Agent. If requested by the Selling Agent the Sub-Agent shall provide an inspection service for the coal shipped by the Producer; and in case the Sub-Agent shall make sales contracts for coal during periods of shortage in demand in excess of the pro-rata share of the Producer in the total sales of the Selling Agent and the Selling Agent shall cause such excess tonnage to be delivered from the mines of other Producers of like character of coal, then the Sub-Agent may have and is hereby given the right to inspect the coal being shipped by such other Producer or Producers, and to make complaint to the Selling Agent in case said coal, in the opinion of the Sub-Agent, is not the equal in all respects of the coal of the Producer herein which would have been shipped on said contracts except for the allotment made. Whenever the Sub-Agent shall provide or conduct such inspection service the Selling Agent shall reimburse the Sub-Agent for the reasonable actual cost of the inspection, whether made at the tipples or elsewhere.

Tenth. All books and records of the parties hereto, so far as they have to do with the subject of this Agreement,

shall at all reasonable times be open to the inspection of the other party.

Eleventh. In the event that any controversy shall arise at any time between the parties hereto with respect to any matter or question arising under or by virtue of this Agreement, which they are unable to adjust or settle, the controversy shall be referred for settlement to a Board of Arbitration composed of three disinterested and competent persons experienced in the coal trade, who shall be selected and who shall make their award in the following manner, to-wit: Upon a disagreement occurring, either party may notify the other, in writing, that it elects to have the matter referred promptly to arbitration, and, within ten (10) days after receipt of such notification, each party shall select an arbitrator, and, in writing, notify the other of the person so chosen, and the two persons so chosen shall, within fifteen (15) days thereafter, choose a third person with like qualifications, and the three persons so chosen shall proceed forthwith to settle the question or questions at issue, and the decision of said three persons, or of any two of them, shall be reduced to writing and delivered to the parties hereto within not more than thirty (30) days from the final submission of such controversy for decision, and such award shall be binding upon the parties hereto, and shall be promptly complied with and carried out. In case of the death or disability of any arbitrator, his successor shall be chosen within five (5) days thereafter, by the party appointing him, or if he be the third arbitrator appointed, then by the two arbitrators already appointed and acting. In case of the refusal or failure of either party to this Agreement to appoint an arbitrator within said ten-day period, or in case the two arbitrators appointed by the two parties hereto shall fail to agree within said fifteen-day period upon a third arbitrator, or within said five-day period upon a successor to said third arbitrator, such arbitrator shall, upon application of either of the parties hereto, be appointed by a Judge of the District Court of the United States for West Virginia. The arbitrators in rendering their award shall fix a reasonable amount for their compensation, and such amount, together with any other proper expense of the arbitration, shall be borne and paid

equally by the parties hereto. Except as the same may be inconsistent herewith, the United States Arbitration Act, including all amendments, shall be applicable hereto.

Twelfth. This Agreement shall continue in force until —— —, ——, and thereafter from year to year; provided, however, that either party hereto may elect to terminate this Agreement on March 31st of any year, beginning with the year ——, by giving to the other party four months' written notice of such election; provided, further, that, anything herein contained to the contrary notwithstanding, this Agreement shall cease and determine (a) upon the termination for any reason of the Agreement made the — day of ——, 1932, by and between the Producer and the Selling Agent, or (b) upon notice from the producer to the Selling Agent of the Producer's election to cancel the Sub-Agent's designation, as provided in paragraph "Fourteenth" of the Agreement between the Producer and the Selling Agent, above referred to, or (c) upon notice from the Selling Agent to the Producer and the Sub-Agent that the Selling Agent believes that the Sub-Agent is not a bona fide Selling Agent. In the event that this Agreement is terminated in any manner herein provided for, and at such date there exist unexpired and uncompleted contracts taken by the Sub-Agent for the account of the Selling Agent with the approval of the latter, then and in that event the Selling Agent shall furnish and the Sub-Agent shall accept the tonnage of coal required to fill such unexpired and uncompleted contracts.

Thirteenth. The Selling Agent, through its Board of Directors, shall have and is hereby given full and complete authority to handle all emergency matters not expressly covered by and not inconsistent with the terms of this Contract, to the end that all contingencies arising in connection with the carrying out of this Contract may be fully met.

In witness whereof, the respective parties hereto have caused this Agreement to be executed, in duplicate, by their proper officers thereunto duly authorized, the day and year first above written.

—— ——, Selling Agent, by —— —— President.

—— ——, Sub-Agent, by —— ——, President.

Approved.

—— ——, Producer, by —— ——, President.

[fol. 1103] Suggested Form for Minutes of Board of Directors' Meeting Authorizing Execution of Agreement With Fairmont Coal Sales, Inc.

Minutes of meeting of the Board of Directors of the —— Coal Company duly called and held at the Company's office in —— at — o'clock — M., on the — day of ——, 1932.

There were present directors —— —— and —— ——, being more than the number necessary for quorum. Mr. —— —— presided and Mr. —— —— acted as Secretary of the meeting.

Mr. —— —— presented to the meeting a copy of the Charter and suggested form of the By-laws of the Fairmont Coal Sales, Inc., and explained the plans and purposes of that organization. He also presented printed form of contract proposed to be entered into between said Fairmont Coal Sales, Inc., and coal producers, which form of contract, with accompanying exhibits that are made a part of it, was read in full.

Thereupon, after due consideration, it was, on motion, made, seconded and unanimously carried,

Resolved, that the appropriate officers of this company are hereby authorized and directed to enter into a sales agency agreement with the said Fairmont Coal Sales, Inc., substantially in the form above mentioned, after filling in the blanks, and to execute said contract in duplicate in the name and, if required, under the seal of this company; and

Resolved further that the officers of this company are hereby authorized and directed to subscribe for — shares of the Common Stock and — shares of the Preferred Stock of Fairmont Coal Sales, Inc., and to that end to execute in the name of this company, and, if required, under its corporate seal, the forms of stock subscription paper submitted by the Fairmont Coal Sales, Inc.

Resolved further that each of the following persons, namely ——, ——, is hereby authorized to countersign on behalf of this company the said Subscription Agreement for stock of said Fairmont Coal Sales, Inc.

Resolved further that —— —— be and it hereby is selected as this company's exclusive Sub-Agent; that —— be notified of such selection and designation, and that the

officers of this company be and they hereby are authorized to execute a contract between —— —— and —— ——, substantially in the form set forth in "Schedule C" attached to the contract authorized to be entered into with ——

[fol. 1104] GOVERNMENT'S EXHIBIT No. 2

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No. 2

It is hereby stipulated by and between the petitioner and the defendants in the above cause that the 1929, 1930 and 1931 bituminous coal production of defendant producers in Appalachian territory, classified according to the destinations or markets to which it was sent or in which it was sold (including consumption thereof at the mines and railroad fuel sales), is correctly shown in Tables I, II and III attached hereto.

John Lord O'Brian, the Assistant to the Attorney General for Petitioner. Horace R. Lamb, Attorney for Defendants.

(Here follow tables I, II, III, side folios 1105-1128).

[fol. 1105]

TABLE I

1929

Production and Markets of Defendant P

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia
Ajax Coal Co	33,650	.....	.....	22,950	7,350	.....	18,550	.....	600	.....	.....	150	.....	.....
Algoma Block Coal Co	25,400	.....	.....	.....	13,121	.....	19,650	.....	46,321	.....	.....	.....	.....	.....
Allburn Coal Corp	867	17,895	.....	.....	.....	.....	.....	.....	53	.....	.....	.....	.....	.....
Amherst Coal Co	160,000	125,000	90,000	195,000	85,000	15,000	11,000	15,000	1,500	400	.....	.....	146	.....
Anchor Coal Co	58,817	37,820	78,433	36,257	38,528	.....	10,083	3,316	8,668	44	.....	.....	15,000	16,000
Apex Coal Co	39,100	15,600	.....	14,547	5,950	.....	4,150	.....	120	.....	.....	.....	4,262	24,286
Atlas Coal Co	.....	.....	.....	.....	.....	.....	.....	5,952	2,976	.....	5,952	44,643	.....	.....
Bardo Coal Mfg. Co	62,670	.....	.....	29,164	1,512	.....	22,932	13,242	.....	10,445	19,847	10,073	45	.....
Benedict Coal Corp	2,685	70,520	20,475	4,363	5,035	.....	21,146	114,123	1,678	75,187	10,070	38,265	12,419	.....
Berger Coal Mining Co	.....	68,248	.....	.....	.....	.....	.....	1,007	378	755	378	.....	.....	.....
Black Mountain Corp	157,118	.....	82,422	84,712	41,755	.....	290,461	1,244	14,105	.....	4,806	.....	.....	.....
Blackwood Coal & Coke Co	3,151	249,419	135,072	1,335	1,059	730	533	105,250	.....	97,972	18,977	33,342	22,523	.....
Blue Diamond Coal Co	14,816	267,240	62,076	5,904	10,345	.....	12,040	100,206	10,393	96,848	44,520	40,848	16,596	.....
do (Jellico Field)	7,873	113,815	52,835	9,808	1,213	.....	5,518	23,650	4,523	10,217	50,210	44,117	.....	.....
do (Harlan Mines)	37,350	.....	.....	32,474	29,850	.....	26,586	37,636	27,640	12,503	57,816	33,534	.....	.....
do (Hazard Mines)	177,945	118,569	114,875	148,540	77,500	.....	61,070	.....	7,063	.....	.....	.....	.....	.....
Bon Jellico Coal Co	.....	.....	.....	.....	.....	.....	.....	2,931	646	2,088	20,208	41,146	.....	.....
Boone County Coal Corp	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Borderland Coal Corp	89,252	32,555	.....	38,676	71,401	.....	77,352	7,437	5,950	.....	.....	.....	4,462	2,975
Cabin Creek Cons. Coal Co	137,368	121,275	695,436	73,856	74,962	.....	78,524	13,139	7,411	825	.....	.....	24,134	26,185
Cambria Coal Co	.....	198,587	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Carbon Fuel Co	123,842	38,528	.....	151,875	76,753	.....	45,274	256	18,775	52	.....	.....	1,754	20,642
Carbon Glow Mines, Inc	33,050	.....	.....	113,050	33,950	.....	133,728	.....	36,300	.....	.....	.....	.....	.....
Clear Fork Coal Co., Inc	.....	211,455	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Clean Eagle Coal Co	1,846	.....	35,988	8,971	575	3,021	.....	.....	1,792	.....	.....	.....	779	2,008
Clinchfield Coal Corp	164,146	623,938	59,160	18,240	18,238	41,069	18,238	185,882	.....	392,700	*13,282	145,000	146,264	.....
Clover Splint Coal Co., Inc	115,936	.....	.....	40,763	22,082	.....	32,380	6,275	7,377	1,485	24,142	8,287	.....	.....
Coalburgh-Kanawha Mining Co	*37,500	18,000	*37,500	3,000	15,000	.....	1,800	.....	1,500	.....	.....	.....	.....	3,000
Coalfield Coal Co	.....	84,589	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Colcord Coal Co	160,726	.....	6,521	34,918	16,393	2,741	9,527	6,839	100	.....	.....	.....	2,965	11,091
Columbus Mining Co	137,522	8,316	.....	202,748	49,228	.....	181,259	.....	43,047	.....	.....	.....	.....	.....
Cornett Lewis Coal Co	45,556	.....	.....	38,962	41,160	.....	30,571	.....	30,970	.....	.....	.....	.....	.....
Cornett-Lewis Coal Co	.....	194,182	.....	.....	4,315	.....	.....	.....	17,260	.....	.....	.....	.....	.....
Creech Coal Co	111,108	.....	.....	27,999	7,999	.....	2,666	5,777	30,221	13,333	202,286	30,666	656	.....
Crummies Creek Coal Co	54,380	.....	111,420	56,618	33,855	.....	29,580	6,003	11,705	2,920	13,580	4,799	99	.....
Crystal Block Coal & Coke	114,636	31,922	19,747	108,832	51,050	.....	7,860	10,835	740	330	.....	.....	6,090	7,079
Crystal Block Mining Co	89,802	3,975	.....	25,841	25,120	.....	4,757	12,175	.....	.....	.....	.....	2,571	14,439
Detroit Mining Co	184,308	.....	.....	64,040	36,060	.....	28,114	.....	.....	.....	.....	.....	.....	.....
Dry Branch Coal Co	21,699	9,546	.....	12,288	6,461	.....	6,560	6,215	896	.....	.....	.....	10,247	5,382
Earlston Coal Co	92,220	45,884	8,750	9,888	4,362	2,625	2,710	8,150	.....	255	.....	.....	34,082	.....
Elkhorn & Jellico Coal Co	19,004	.....	.....	6,334	25,338	.....	.....	.....	76,014	.....	.....	.....	.....	.....
Elkhorn Coal Corp	342,368	160,165	.....	278,129	66,240	.....	791,616	139	28,660	.....	.....	.....	183	.....
Elkhorn Colliers Corp	27,000	13,550	.....	50,500	18,700	.....	17,200	.....	17,550	.....	.....	.....	.....	.....

TABLE I

1929

Defendant Producers (Sheets 1 and 1a)

[fol. 1106]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	2,500	350	.....	.....	.....	350	.....	.....	.....	.....	.....	.....	.....	.....	.....	86,450
.....	36,700	.....	.....	.....	41,321	.....	2,200	.....	.....	.....	.....	.....	.....	.....	.....	184,713
.....	1,929	.....	.....	.....	1,446	.....	.....	.....	.....	.....	.....	.....	.....	.....	89,494	111,830
16,000	.....	.....	.....	10,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	738,900
24,286	3,997	201	.....	.....	2,228	328	1,477	.....	.....	833	.....	197	.....	100 N. Y.	.....	309,875
.....	.....	.....	.....	.....	510	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	79,977
.....	.....	.....	.....	.....	478	.....	1,400	.....	.....	.....	.....	.....	.....	.....	.....	61,401
.....	5,768	2,335	.....	1,445	.....	699	.....	5,884	2,597	.....	.....	.....	.....	.....	.....	189,018
.....	29,202	.....	.....	.....	2,397	.....	.....	671	.....	.....	336	.....	.....	.....	.....	408,572
.....	.....	.....	.....	.....	906	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	71,672
.....	153,467	27,714	.....	1,243	7,341	80,155	1,127	.....	.....	.....	.....	.....	.....	17,350 North Dak.	.....	
.....	2,044	.....	.....	.....	5,123	.....	1,619	50	.....	.....	33,438	4,456	15,794	154 Kansas	.....	1,018,862
.....	24,648	289	.....	260	3,813	250	.....	12,572	540	.....	.....	.....	.....	.....	.....	678,289
.....	30,106	212	.....	.....	3,561	453	.....	3,137	5,251	.....	53	53	.....	.....	.....	724,310
.....	24,921	510	.....	529	1,878	.....	.....	11,663	8,119	.....	317	.....	.....	247 Miss.	.....	367,063
.....	83,560	4,100	.....	.....	3,546	5,460	.....	.....	.....	.....	721	.....	.....	.....	.....	343,730
.....	101	.....	.....	.....	911	.....	2,087	.....	922	.....	2,690	9,551	.....	.....	.....	814,469
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	71,040
2,975	.....	.....	.....	.....	101	.....	1,702	.....	.....	.....	.....	.....	.....	.....	1,065,840	1,065,840
26,185	136,683	18,961	.....	10,438	15,642	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	331,863
.....	.....	.....	.....	.....	2,095	.....	905	.....	.....	.....	.....	4,750	9,627	8,196 D. C.	8,226	1,465,638
20,642	21,358	159,458	.....	.....	6,920	5,794	.....	.....	.....	.....	.....	.....	.....	.....	71,039	272,626
.....	2,000	4,800	.....	5,500	.....	4,400	.....	.....	.....	.....	.....	.....	.....	.....	.....	671,281
.....	.....	.....	.....	.....	2,375	.....	4,800	.....	.....	.....	.....	650	.....	.....	.....	367,428
2,008	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	218,630
.....	.....	.....	.....	.....	17,605	.....	4,560	*13,282	.....	.....	.....	.....	.....	.....	37,575	92,555
.....	37,362	192	.....	48	834	1,485	.....	287	479	.....	383	48	.....	.....	2,952	1,864,556
3,000	2,000	1,000	.....	.....	474	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	299,845
.....	.....	.....	.....	.....	880	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	120,774
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	85,469
11,091	34,563	8,009	.....	2,376	904	.....	1,080	.....	.....	.....	.....	.....	.....	1,400 N. Y.	.....	
.....	14,988	11,450	.....	6,800	5,480	1,761	6,568	.....	.....	4,035	.....	556	.....	1,466 Md.	23,301	329,511
.....	12,588	60,550	.....	.....	812	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	669,167
.....	.....	.....	.....	.....	1,790	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	261,169
.....	349	142	.....	1,333	3,175	310	360	3,555	5,777	.....	.....	.....	.....	.....	.....	217,547
.....	18,945	24,200	.....	2,290	1,485	3,980	.....	.....	200	.....	1,040	.....	.....	250 La.	.....	447,962
7,079	823	658	.....	.....	1,691	.....	.....	.....	.....	.....	.....	.....	50	101 Miss.	.....	377,250
14,439	.....	180	.....	.....	1,733	108	.....	.....	.....	.....	.....	.....	.....	1,400 D. C.	.....	363,693
.....	72,120	12,020	.....	.....	2,342	4,009	.....	.....	.....	.....	.....	.....	.....	385 N. J.	.....	181,086
5,382	199	443	.....	.....	951	144	.....	.....	.....	.....	.....	.....	.....	.....	.....	403,013
.....	.....	1,114	.....	725	229	.....	.....	.....	.....	.....	.....	493	.....	.....	.....	82,064
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	210,994
.....	33,629	12,719	.....	36,053	7,348	5,447	795	.....	.....	.....	.....	.....	.....	.....	.....	126,690
.....	.....	13,800	.....	.....	1,622	.....	.....	.....	.....	339	724	280	52	48 N. Y.	.....	1,764,934
																149,922

TABLE I—(Continue

1929

Production and Markets of Defendant Proc

	Ohio	Railroad Fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia
Elkhorn Junior Coal Co														
Fork Mountain Coal Co	9,122	90,500		14,818	6,955		1,058	1,512	24,911	655	45,007	38,909		
Fort Branch Coal Corp	490	41,803		324			368	57						
Gatliff Coal Co	77,350	109		22,456	16,219		1,747	72,360	6,238	7,985	13,723	10,729	157	719
Gay Coal & Coke Co		8,490												
Glen Alum Fuel Co	143,573	74,484		31,288	13,960		26,339	286		97				215,563
Glogora Coal Co. (Stikney #11 Mine)	73,823		505	31,916	28,583		6,615	1,111	10,100				19,633	4,299
Glogora Coal Co. (Glo #1 Mine)	44,217		29,549	32,173	29,063	3,013	9,477		16,524				4,090	101
Gorman Coal Co., John P														
Gray Eagle Coal Co														
Hardy Coal Co	*29,222	81,249		*29,221	*29,222									
Harlan Fuel Co	119,935			129,704	8,120		69,120	49,290	28,600	19,840	127,650	6,830		
Harvey Coal Corp., Inc	94,894	112,762		41,641	40,648		56,492		3,353					
High Splint Coal Co	117,538			23,507	69,140		45,286	10,716	5,186	345	1,972	31,458		
Hignite Coal Co		79,432												
Hutchinson Coal Co	262,484	1,532	286,022	174,330	51,023		44,234	8,846	350				35,387	5,000
Island Creek Coal Co	1,194,268	522,920	1,510,303	600,518	533,840	1,503,231	25,689	*21,937	146,946	*21,936			85,720	74,042
Kanawha & Hocking Coal & Coke Co	240,410	196,625	180,128	30,345	96,296									89,584
Kellys Creek Colliery Co	295,300	152,460		91,300	127,500			13,000						225,800
Kemmerer Gem Coal Co			102,642					42,550		7,029	3,810	19,737	28,947	
Kenmont Coal Co	164,637		23,741	54,982	56,264									
Kenner McCoy Coal Co	46,000	5,100		29,000	4,200			6,500						
Kentucky Cardinal Coal Corp	79,287			14,860	2,022		493	181		428	9,958	2,765	2,500	3,000
Landstreet-Downey Coal Co	†138,204	73,000		†48,123	†51,518		†2,679	†17,699		†6,175			48	
Leckie Collieries Co	59,584	90,382		42,114	32,292			*12,670		*12,670			†13,858	
Leevale Collieries, Inc	5,353			148	491		2,550	344	640					
Little War Creek Coal Co	65,450	19,140		60,775	63,069		13,910	22,113	688	1,721			1,375	4,955
Logan-Chilton Coal Co	21,972	26,000		74,150	6,589			3,150					12,992	4,790
Logan County Coal Corp	260,000	125,000	155,000	305,000	145,000	25,000	16,000	17,000	2,000	500				
Long-Flame Coal Co	49,800	18,000	16,600	24,900	41,500			24,900					20,000	39,000
Lorado Coal Mining Co	264,376	72,922	170,927	319,352	81,665				5,142				8,300	
McCall Coal Co		109,351		30,915	3,890		99							20,991
Mahan Ellison Coal Corp	7,907	62,097	7,469	22,909	17,368		23,696	12,603	19,513	11,361	34,253	6,919		51
Mahan Jellico Coal Co	18,973			17,738	9,147		166	13,539	610	7,760	12,305	10,078		
Majestic Collieries Co	150,500	33,000	129,000	25,800	43,000	15,500	6,981	7,400					15,500	
Mallory Coal Co		661,093	11,732										16,642	
Marietta Coal Co														
Martin County Coal Corp														
Meem-Haskins Coal Corp	78,052	151,077		42,280	7,550		2,045		18,130			3,020		
Merrill Coal Mines, Inc	30,678	20,287	38,965	21,724	17,199		8,306	10,500	14,762	100			47,393	22,894
Merrimac Coal Co														
Moore Coal Co		198,010						19,211	1,568	2,469	23,614	34,359		
New Caryville Coal Co														

BLE I—(Continued)

1929

(Defendant Producers (Sheets #2 and 2a)

[fol. 1108]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	135,000	135,000
.....	302	101	.....	554	1,900	.....	.....	1,411	5,645	.....	.....	.....	.....	102 Miss.	.....	243,462
719	.....	764	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	44,682
.....	7,985	998	.....	998	2,915	3,992	15,000	1,497	250	.....	4,990	.....	.....	.....	.....	267,541
215,563	.....	.....	.....	.....	529	.....	935	.....	.....	.....	.....	.....	.....	.....	.....	225,517
4,299	101	146	.....	730	.....	.....	3,600	.....	.....	.....	.....	.....	.....	.....	.....	318,628
101	555	1,767	.....	707	1,127	.....	.....	.....	.....	92	.....	.....	.....	.....	.....	165,404
.....	1,069	.....	.....	1,215	.....	.....	4,103	.....	.....	.....	1,818	.....	2,121	.....	465	172,006
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,603	294,368
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	294,368	28,307
.....	.....	.....	.....	.....	3,095	.....	.....	.....	.....	.....	.....	.....	.....	.....	28,307	172,009
.....	.....	1,870	.....	3,200	2,014	3,160	30	2,180	4,350	.....	.....	.....	.....	.....	.....	575,893
.....	27,950	.....	.....	1,323	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	379,063
.....	26,757	3,802	.....	1,345	2,967	5,876	.....	2,765	.....	.....	1,590	.....	.....	.....	.....	350,250
5,000	.....	15,000	.....	2,007	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	14,293	93,725
74,042	37,778	*1,877	.....	12,357	33,200	*1,877	1,014	.....	.....	*881	.....	.....	.....	*1,876 N. D.	.....	886,215
89,584	.....	.....	446,364	.....	3,774	.....	.....	.....	.....	.....	.....	.....	.....	*1,761 N. Y., Mass.	.....	6,333,971
225,800	.....	.....	.....	.....	766	.....	.....	.....	.....	.....	.....	.....	.....	.....	32,695	1,316,221
.....	.....	.....	.....	.....	568	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	906,126
.....	.....	.....	.....	.....	96	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	205,283
3,000	.....	.....	.....	.....	1,215	.....	1,125	.....	.....	.....	.....	.....	.....	.....	9,958	309,678
.....	48	89	.....	356	1,014	47	.....	2,400	140	.....	.....	.....	.....	.....	.....	98,640
.....	.....	.....	.....	†744	826	.....	300	.....	.....	.....	.....	.....	.....	.....	.....	114,136
.....	.....	.....	.....	.....	1,117	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	353,126
4,955	590	49	.....	.....	514	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	250,829
4,790	17,094	6,052	.....	.....	485	16,090	926	.....	.....	.....	918	344	803	.....	.....	17,009
.....	.....	.....	.....	.....	578	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	307,360
39,000	.....	.....	.....	15,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	132,439
.....	.....	.....	.....	.....	700	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,124,500
20,991	.....	.....	.....	13,379	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	184,700
51	.....	47	.....	.....	.....	.....	.....	.....	.....	845	.....	.....	.....	369 N. Y.	.....	949,068
.....	4,212	200	.....	528	1,801	.....	.....	954	1,585	.....	.....	.....	.....	.....	823	145,176
.....	17,738	443	.....	166	1,592	4,378	2,796	388	111	55	1,663	.....	.....	.....	.....	235,375
.....	3,600	.....	.....	.....	1,340	.....	.....	.....	.....	.....	.....	.....	.....	55 Kan.	.....	119,701
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	431,621
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	17,563	707,030
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	28,114	28,114
.....	.....	.....	.....	.....	.....	.....	2,400	.....	.....	.....	.....	.....	.....	.....	95,046	95,046
22,894	1,084	4,357	.....	865	1,000	825	.....	.....	.....	.....	229	129	179	.....	.....	304,544
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	50 N. Y.	.....	241,526
.....	.....	.....	.....	.....	640	.....	2,400	.....	.....	.....	.....	.....	.....	.....	90,480	90,480
.....	.....	.....	.....	.....	945	.....	.....	.....	1,801	.....	.....	.....	.....	.....	.....	201,050
																83,967

[fol. 1109]

TABLE I—(Continued

1929

Production and Markets of Defendant Produ

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	Io
North East Coal Co	169,045		87,653	187,827	81,392		37,566		25,044						
Norton Coal Co		47,059						961		26,984	151	909	1,137		
Octavia J. Coal Mfg. Co	95,000	6,000		70,000	35,000	10,000	40,000	10,000					15,000		
P. V. & K. Coal Co	580	79,651		243	418		626	259	47	92	795	46			
Panther Coal Co	44,272	32,872		40,734	20,136			*2,767		*2,767					
Paragon-Elkhorn Collieries Co															
Perkins-Bowling Coal Corp	34,881	23,518		50,154	12,578		22,461		3,488						
Perkins-Harlan Coal Co	137,783			14,801	2,079		14,451	1,083	8,970	318	20,772	5,197			
Pike Floyd Coal Co	101,218	7,538	144,814	107,192	27,039		11,033	63	10,604	249					
Pike Fuel Co		9,710													
Premier Coal Co		116,045													
Pruden Coal & Coke Co		383,533													
Puritan Coal Corp	490,023	71,719						1,751			8,250	3,715			
Red Jacket Jr. Coal Co	87,124	2,671	213,456	156,624	23,974	4,103	97	20,992	1,467	1,041			10,917	9,800	
Red Jacket Cons. Coal & Coke Co	205,709	273,741	387,382	174,817	51,591	42,722	1,129	19,183	8,473	7,776			31,953	796	
Sagamore Coal Co														4,548	
Sandlick Coal Co	41,666			2,500	2,550				31,500		9,307	13,961			
Southeast Coal Co	180,129		75,054	95,068	90,065				45,032						
Southern Harlan Coal Co	44,401		23,116	10,094	195		4,396	7,625	2,632	12,460	50,279	3,280	48		
Southern Mining Co.—Insull Mine	114,637		4,172	25,235	12,366		22,873	804	21,376	352	19,303	7,641			
do Balkan Mine	44,342	16,684		3,892	2,496		16,890	8,086	15,674	4,675	123,144	42,350			
do Colmar Mine	2,903	31,154		2,371	1,244				215	723	58,771	265			
Splash Dam Coal Corp	988	65,026		3,722	2,968			16,847		29,468	1,232	20,573			
Standard Thacker Coal Co		33,745													
Stearns Coal & Lumber Co	127,515	171,924		126,748	50,168		10,535	27	154,585	2,304	90,333	206,986			
Steinman Coal Corp															
Stonega Coke & Coal Co	4,804	666,143		7,016		1,682,740	22,735	191,403	46	160,038	19,033	18,682	145,795		
Sudduth Fuel Co	108,426	15,492		27,378	2,828		17,643	5,925					9,042	8,099	
Sycamore Coal Co	115,439	25,060	15,893	40,695	91,296		13,188	240					2,660	1,811	
Tennessee Cons. Coal Co		197,336							39		88	118,504			
Thacker Coal & Coke Co	117,719	70,713		98,536	13,156		12,369	143					3,043	2,747	
Three Point Coal Co	28,441		55,758	39,138	14,935		8,680	16,774	11,667	3,728	57,469	10,212			
Tomlinson Coal Corp								6,664	91	9,461	52	15,381	9,551		
Tway Coal Co., R. C	45,830			1,470	8,006		779		110,620		83,192	881			
Turner Elkhorn Mining Co															
Virginia Iron, Coal & Coke Co	20,736	639,674		48	830	62,401	8,699	142,793		74,897	9,995	76,877	127,696	780	
War Eagle Coal Co	20,460	78,413		10,542					12,065				40,290		
Webb Coal Mining Co	83,902			45,242	61,967		17,274		57,336					23,580	
Wells-Elkhorn Coal Co	84,658	6,930	98,896	43,483	82,349		4,618	*3,271	1,500	*3,271					
West Virginia Coal & Coke Corp	942,873	277,550	595,000	524,050	192,250	29,860	49,440	1,000					2,500		
William Ann Coal Co	41,440	30,000		17,760	29,600			11,840					11,840		
Winco Block Coal Co	14,009			3,149	3,690		810	*1,276		*1,276			2,443	489	
Winifrede Block Coal Co		10,000													

ABLE I—(Continued)

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of Defendant Producers (Sheets #3 and 3a)

[fol. 1110]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	12,522	.....	.....	13,271	5,284	.....	4,976	.....	.....	.....	.....	.....	.....	....	11,770	636,350
.....	.....	.....	51,159	.....	1,865	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	130,225
.....	.....	5,000	.....	15,000	.....	.....	800	.....	.....	.....	.....	.....	.....	.....	.....	316,800
.....	.....	.....	.....	.....	762	.....	.....	113	.....	207	.....	.....	.....	5,000 N. Y.	.....	83,839
.....	.....	.....	.....	.....	1,078	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	144,626
.....	2,272	211	.....	3,593	825	.....	1,675	.....	.....	.....	.....	.....	.....	.....	.....	113,398
.....	443	77	.....	934	1,190	369	.....	.....	.....	.....	.....	.....	.....	.....	110,898	154,873
.....	5,328	8,664	.....	5,292	1,254	.....	.....	641	2,727	.....	158	.....	.....	.....	.....	211,530
.....	.....	.....	.....	.....	2,235	1,545	454	.....	.....	.....	.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	.....	.....	600	.....	.....	3,187	417	.....	42	90 Mass. 3,548 N. Y.	.....	440,552
.....	.....	.....	.....	.....	2,456	.....	388	.....	.....	.....	.....	.....	.....	.....	73	10,383
9,800	.....	.....	.....	.....	1,850	.....	225	.....	.....	.....	.....	.....	.....	.....	.....	118,889
796	425	2,262	.....	21,150	1,892	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	399,324
4,548	1,414	4,547	.....	76,344	1,502	.....	.....	.....	.....	2,104	48	.....	94	254 N. Y.	.....	573,434
.....	.....	.....	.....	.....	7,251	.....	.....	.....	.....	1,826	193	.....	88	346 N. Y.	.....	551,101
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,301,033
.....	.....	.....	.....	10,007	2,789	.....	7,699	.....	.....	.....	.....	.....	.....	.....	.....	23,268
.....	.....	.....	.....	1,069	607	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	78,216
.....	3,167	1,156	.....	3,971	1,597	.....	.....	578	501	.....	.....	.....	.....	.....	5,004	510,847
.....	1,191	46	.....	87	1,860	.....	.....	101	653	.....	.....	.....	.....	.....	.....	161,281
.....	.....	.....	.....	418	1,702	.....	.....	5,430	4,987	.....	.....	50	.....	.....	.....	239,454
.....	.....	.....	.....	.....	.....	.....	.....	6,324	.....	.....	.....	.....	.....	.....	.....	291,834
.....	.....	.....	.....	.....	220	.....	1,200	.....	.....	.....	.....	.....	.....	.....	.....	106,090
.....	3,638	1,390	.....	.....	5,827	492	.....	7,423	9,039	.....	179	659	58	254 Miss.	35,990	140,824
.....	.....	.....	299,746	.....	453	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	71,155
.....	.....	.....	.....	.....	20,200	.....	5,779	1,161	.....	.....	.....	941	.....	.....	.....	970,084
8,099	57	3,725	.....	.....	2,792	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	453
1,811	8,716	2,830	.....	623	183	6,622	995	.....	.....	57	.....	113	.....	2,093 N. Y. 111 D. C.	.....	3,246,462
.....	.....	.....	.....	.....	3,150	.....	595	.....	8,153	.....	113	3,056	736	57 Mass.	.....	203,781
2,747	1,378	.....	.....	4,242	.....	.....	5,720	.....	.....	277	.....	.....	.....	.....	.....	330,213
.....	485	51	.....	1,430	.....	.....	.....	919	5,617	.....	.....	.....	.....	.....	.....	327,865
.....	.....	.....	.....	.....	360	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	330,043
.....	.....	.....	.....	.....	2,240	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	255,304
780	1,850	114	84,707	.....	225	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	41,560
.....	.....	.....	.....	.....	7,713	.....	18,040	.....	.....	.....	.....	.....	.....	.....	.....	253,018
23,580	20,839	9,322	.....	.....	937	.....	60	.....	.....	.....	.....	.....	.....	6,799 N. Y.	.....	225
.....	*674	*674	.....	.....	1,800	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,284,649
.....	.....	.....	.....	4,233	1,800	*673	9,600	.....	.....	.....	.....	.....	.....	.....	.....	150,702
.....	.....	.....	.....	.....	11,624	.....	7,253	.....	.....	.....	.....	.....	.....	*673 N. Y.	.....	275,991
489	163	.....	18,438	597	1,200	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	403,139
.....	.....	.....	.....	.....	.....	.....	518	.....	.....	.....	.....	.....	.....	.....	.....	2,634,900
												54			5,920	149,600
															.....	46,912
															101,516	111,516

[fol. 1111]

TABLE I—(Continue

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Production and Markets of Defendant Pro

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	
Wise Coal & Coke Co	.....	150,331	.....	.....	.....	6,300	.....	10,764	.....	52,277	.....	503	2,284	.....	...
Wood Coal Co	118,809	.....	.....	3,339	11,891	.....	1,077	18,431	20,259	.....	.....	.....	21,825	.....	...
Wyatt Coal Co	208,285	67,200	.....	13,900	28,175	.....	68,500	11,980	38,800	.....	.....	.....	14,075	33,975	...
Youghiogheny & Ohio Coal Co	49,000	11,103	.....	10,500	3,804	.....	6,500	.....	.....	.....	.....	.....	.....	.....	...
Harlan Wallins Collieries Corp	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Sheet #1	2,884,711	2,880,593	1,610,710	1,941,122	1,017,460	65,186	2,003,435	692,679	462,932	718,359	486,074	474,960	305,277	135,016	
" #2	4,143,399	3,026,825	2,662,583	2,388,311	1,633,333	1,546,744	363,350	389,475	305,261	101,071	272,292	164,804	312,542	710,789	
" #3	3,550,953	3,389,901	1,701,194	1,930,529	917,166	1,831,826	338,292	471,777	522,471	342,080	552,166	545,460	413,915	52,650	
" #4	376,094	228,634	.....	27,739	43,870	6,300	76,077	41,175	59,059	52,277	.....	503	38,184	33,975	
Totals	10,955,157	9,525,953	5,974,487	6,287,701	3,611,829	3,450,056	2,781,154	1,595,106	1,349,723	1,213,787	1,310,532	1,185,727	1,069,918	932,430	

BLE I—(Continued)

1929

Defendant Producers (Sheets #4 and 4a)

[fol. 1112]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	.....	.....	31,821	.....	1,958	.....	520	.....	.....	.....	.....	.....	.....	.....	.....	256,758
.....	104	468	.....	.....	822	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	197,025
33,975	1,050	98,395	.....	.....	142	3,155	2,681	.....	.....	.....	.....	.....	.....	.....	.....	590,668
.....	.....	72,704	.....	.....	2,500	.....	1,500	.....	.....	.....	.....	.....	.....	355 D. C.	.....	157,611
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	642,205	642,205
135,016	784,621	365,407	.....	79,040	151,947	115,133	30,680	51,101	24,245	5,207	39,702	21,034	25,523	31,097	1,298,427	18,701,678
710,789	146,863	37,562	446,364	55,474	66,718	36,245	34,629	11,595	13,882	1,873	11,208	473	3,103	4,213	748,715	19,639,696
52,650	64,562	40,069	454,050	172,261	98,723	9,701	66,577	22,690	31,677	7,658	1,108	4,873	1,018	19,225	271,171	17,825,743
33,975	1,154	171,567	31,821	.....	5,422	3,155	4,701	.....	.....	.....	.....	.....	.....	355	642,205	1,844,267
932,430	997,200	614,605	932,235	306,775	322,810	164,234	136,587	85,386	69,804	14,738	52,018	26,380	29,644	54,890	2,960,518	58,011,384

[fol. 1113

TABLE II

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Production and Markets of Defendant

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	Io
Ajax Coal Co	31,350	18,901		19,400	7,250		17,650		750			100			
Algoma Block Coal Co	52,000				21,939		21,450		55,991						
Allburn Coal Corp	1,897	15,344							2,381				51	22,746	
Alma Fuel Co															
Amherst Coal Co	122,000	53,500	102,000	136,000	70,500	18,000	7,500	8,000	150				33,000	11,500	
Anchor Coal Co	53,059	34,255	40,606	25,198	31,257		12,930	1,312	860				4,101	29,103	
Apex Coal Co	37,100	26,640		6,757	5,520		3,645		120						
Atlas Coal Co								5,057	7,585		5,057	32,869			
Bardo Coal Mfg. Co., Inc	49,221			21,485	599		13,861	9,686		7,961	14,436	7,599	60		
Benedict Coal Corp	1,327	26,798	10,115	2,156	2,487		10,478	56,350	829	37,145	4,975	18,904	6,136		
Berger Coal Mining Co		74,927						443	166	331	166				
Black Mountain Corp	100,859		71,543	77,974	130,156		196,952	2,062	10,165		6,083				
Blackwood Coal & Coke Co	842	279,433	202,669	41	101		97	112,908	106	105,674	21,854	35,556	21,005		
Blue Diamond Coal Co	12,681	275,829	31,251	4,140	7,345		9,804	94,620	9,039	91,480	40,040	32,834	10,069		
do (Jellico Field)	9,782	110,389	34,706	18,840	1,021		4,412	27,635	8,524	15,610	57,515	53,105			
do (Harlan Mines)	35,305		43,887	30,744	17,854		14,505	26,663	25,650	10,035	55,186	21,345			
do (Hazard Mines)	178,230	151,609	214,243	148,450	77,800		61,700		5,100						
Bon Jellico Coal Co	1,230			535	2,270		805	2,280	1,967	2,266	8,738	26,467			
Boone County Coal Corp															
Borderland Coal Corp	66,446	23,307		28,793	53,157		57,586	5,537	4,429				3,322	2,214	
Cabin Creek Cons. Coal Co	128,791	106,250	537,083	68,324	66,385		56,490	11,614	7,962	940			22,832	21,942	
Cambria Coal Co		184,009													
Carbon Fuel Co	110,456	26,202		106,645	60,916		52,491	165	12,443	49			1,444	16,010	
Carbon Glow Mines, Inc	25,800			97,050	34,250		98,005		34,500						
Clear Fork Coal Co., Inc		180,639										300			
Clean Eagle Coal Co	3,219	2,696	65,604	13,135	2,080	9,973		2,500	7,456				1,640	4,797	
Clinchfield Coal Corp	166,135	471,263	83,992	18,461	18,459	23,320	18,459	217,659		366,233	*14,954	167,800	167,843		
Clinchmore Coal Mining Co	36,250			3,450	4,050		600	2,200	9,912	450	13,950	44,850			
Clover Splint Coal Co., Inc	126,468			75,024	29,232		27,552	9,936	7,152	4,800	12,960	11,472			
Coalburgh-Kanawha Mining Co	*34,650	20,800	*34,650	3,200	20,000		2,000		3,000					21,000	
Coalfield Coal Co		82,171													
Colcord Coal Co	146,493		2,941	35,160	17,078		8,969	5,949	201				4,044	12,408	
Columbus Mining Company	146,487	31,601		132,365	45,282		156,024		31,587						
Cornett Lewis Coal Co	28,014			23,960	25,311		18,799		19,045						
Cornett-Lewis Coal Co		168,449			3,744				14,973						
Creech Coal Co	107,846			27,177	7,764		2,588	5,608	29,334	12,941	196,233	29,765	705		
Crummies Creek Coal Co	55,265		121,048	58,535	34,774		30,460	6,150	11,895	2,965	13,800	4,875			
Crystal Block Coal & Coke Co	79,055	13,725		96,939	35,205		5,297	7,472	511	228			4,200	17,314	
Crystal Block Mining Co	76,883	12,396		24,891	24,198		4,582	11,728					2,477	1,944	
Detroit Mining Co	153,316			53,105	32,453		11,801								
Dixie Darby Coal Co	(38%) 19,000			(10%) 2,500			(10%)5,000	(10%)5,000	(10%)5,000		(5%) 2,500	(20%)10,000			(2%
Dry Branch Coal Co	13,535	2,225		2,777	6,414		5,790	3,230	2,043				6,912	2,237	
Earlston Coal Co	59,347	95,347	3,652	8,112	2,482	880	1,864	8,610		105			29,346		

TABLE II

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of Defendant Producers (Sheets #1 and 1a)

[fol. 1114]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	1,750	650	.....	.....	.....	800	.....	.....	.....	.....	.....	.....	.....	.....	.....	98,601
22,746	11,240	.....	.....	.....	50,683	.....	2,360	.....	.....	.....	.....	.....	.....	.....	.....	215,663
.....	.....	.....	.....	.....	1,088	.....	.....	.....	.....	.....	.....	.....	.....	.....	31,639	75,146
11,500	.....	.....	.....	2,400	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	28,284	28,284
29,103	5,195	354	.....	100	2,294	1,830	1,460	.....	.....	700	93	1,631	.....	54 New York	.....	564,550
.....	.....	.....	.....	.....	480	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	246,392
.....	.....	.....	.....	.....	1,200	.....	2,100	.....	.....	.....	.....	.....	.....	.....	.....	80,262
.....	2,649	1,562	.....	1,111	.....	512	.....	4,462	2,287	.....	.....	.....	.....	.....	.....	53,868
.....	14,427	.....	.....	.....	807	.....	.....	332	.....	.....	166	.....	.....	.....	.....	137,491
.....	.....	.....	.....	.....	883	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	193,432
.....	88,151	15,004	.....	914	7,551	62,698	1,354	.....	.....	.....	28,733	3,273	7,048	13,400 No. Dak.	.....	76,916
.....	48	.....	.....	.....	6,455	48	1,783	399	.....	.....	.....	.....	.....	.....	.....	823,920
.....	20,184	218	.....	265	5,439	287	.....	10,012	470	.....	98	105	.....	.....	.....	789,019
.....	34,152	237	.....	.....	3,278	523	.....	7,712	9,420	.....	465	.....	.....	268 Miss.	.....	656,210
.....	22,655	706	.....	695	1,930	.....	.....	10,369	7,419	.....	512	.....	.....	.....	.....	397,594
.....	83,400	4,050	.....	.....	3,387	5,250	.....	.....	.....	.....	2,650	9,500	.....	.....	.....	325,460
.....	221	.....	.....	.....	1,103	278	198	.....	240	.....	50	.....	.....	.....	.....	945,369
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	48,648
2,214	.....	.....	.....	.....	65	.....	1,483	.....	.....	.....	.....	.....	.....	.....	880,910	880,910
21,942	122,429	12,673	.....	6,129	13,120	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	246,339
.....	.....	.....	.....	.....	1,734	.....	700	.....	.....	.....	.....	2,837	7,121	7,281 Wash. D. C.	5,454	1,205,657
16,010	13,351	179,058	.....	.....	6,600	26,031	.....	.....	.....	.....	.....	.....	.....	.....	72,659	259,102
.....	1,050	1,050	.....	6,400	.....	5,550	.....	.....	.....	1,507	.....	.....	.....	3,444 Mass.	.....	616,812
4,797	.....	.....	.....	.....	2,352	.....	4,800	.....	.....	.....	.....	700	.....	.....	.....	304,655
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	187,791
.....	.....	.....	.....	.....	18,686	.....	4,300	*14,954	.....	.....	.....	.....	.....	.....	24,246	137,346
.....	450	.....	.....	.....	650	.....	.....	.....	3,450	.....	100	.....	.....	.....	5,864	1,778,382
.....	47,088	480	.....	432	1,342	1,248	.....	432	336	.....	1,488	.....	48	.....	.....	120,362
21,000	2,500	1,200	.....	.....	439	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	357,490
.....	.....	.....	.....	.....	673	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	143,439
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	82,844
12,408	28,827	3,341	.....	485	759	.....	1,080	.....	.....	4,042	.....	232	.....	1,038 N. Y.	.....	
.....	5,771	2,200	.....	8,150	3,363	2,041	5,823	.....	.....	.....	.....	.....	.....	473 Md.	15,713	289,233
.....	7,740	48,210	.....	.....	1,148	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	570,694
.....	.....	.....	.....	.....	1,303	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	172,227
.....	546	210	.....	1,294	3,268	120	360	3,451	5,608	.....	.....	.....	.....	.....	.....	188,469
.....	19,077	23,580	.....	2,527	2,500	4,045	.....	183	249	201	1,155	.....	.....	190 La.	.....	435,008
17,314	568	454	.....	.....	2,090	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	393,284
1,944	.....	173	.....	.....	1,909	100	.....	.....	.....	.....	.....	.....	.....	964 Wash. D. C.	.....	264,022
.....	35,403	5,901	.....	.....	1,946	3,050	.....	.....	.....	.....	.....	.....	.....	372 N. J.	.....	161,653
.....	(2%)1,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	296,975
2,237	320	102	.....	.....	487	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	50,000
.....	.....	653	.....	265	162	.....	.....	.....	.....	.....	.....	102	.....	.....	.....	46,174
																210,825

[fol. 1115]

TABLE II—(

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Production and Markets of Defend

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia
Elkhorn & Jellico Coal Co	18,926	†.....	.....	6,309	25,235	.....	.....	.....	75,706	.....	.....	.....	.....	.....
Elkhorn Coal Corp	203,956	101,612	.....	295,058	117,464	.....	723,135	.....	17,867	.....	.....	143	252	.....
Elkhorn Collieries Corp	28,200	20,450	.....	40,890	19,175	.....	17,600	.....	16,950	.....	.....	.....	.....	.....
Elkhorn Jr. Coal Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fork Mountain Coal Co	22,695	85,193	.....	7,966	5,110	.....	601	1,052	18,378	802	40,631	29,860	.....	.....
Fort Branch Coal Corp	53	60,583	544	65	217	847	156	396	102	817	.....	.....	50	.....
Gatliff Coal Corp	61,452	.....	.....	17,841	12,885	.....	1,388	57,487	4,956	6,343	10,903	8,524	.....	.....
Gay Coal & Coke Co	.....	12,300	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Glen Alum Fuel Co	143,275	58,453	.....	14,584	8,386	.....	25,449	48	.....	49	.....	.....	.....	200,487
Glogora Coal Co. (Stickney #11 Mine)	72,341	.....	†9,593	19,597	28,779	.....	5,899	1,796	8,576	.....	.....	.....	10,957	4,077
do (Glo #1 Mine)	29,976	7,388	†54,142	12,852	24,743	†354	3,946	.....	37,646	.....	.....	.....	2,154	256
Gorman Coal Co., John P	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Gray Eagle Mining Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Hardy Coal Co	*18,150	78,484	.....	*18,150	*18,150	.....	.....	.....	.....	.....	.....	.....	.....	.....
Harlan Fuel Co	5,330	.....	.....	1,900	59,563	.....	560	3,160	62,575	35,115	98,400	17,250	.....	.....
Harlan Wallins Coal Corp	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Harvey Coal Corp, Inc	95,413	82,430	.....	41,960	40,891	.....	56,927	.....	3,474	.....	.....	.....	.....	.....
High Splint Coal Co	124,151	.....	.....	24,910	73,265	.....	47,988	11,356	5,494	366	6,465	33,335	.....	.....
Hignite Coal Co	.....	60,308	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Hutchinson Coal Co	173,707	16,479	290,445	187,359	46,232	.....	23,116	7,705	425	.....	.....	.....	30,821	1,700
Island Creek Coal Co	1,077,192	438,160	1,239,988	546,423	377,515	1,414,557	37,653	*19,045	106,874	*19,045	.....	.....	72,782	65,234
Kanawha & Hocking Coal & Coke Co	263,154	200,625	89,252	24,860	154,343	.....	.....	.....	.....	.....	.....	.....	.....	186,025
Kellys Creek Colliery Co	186,700	138,331	.....	40,000	66,800	.....	.....	36,600	.....	.....	.....	.....	3,300	242,100
Kemmerer Gem Coal Co	.....	.....	107,258	.....	.....	1,404	.....	33,651	.....	4,358	1,180	18,737	47,217	.....
Kenmont Coal Co	132,701	.....	12,688	59,005	42,489	.....	.....	.....	.....	.....	.....	.....	.....	.....
Kenner McCoy Coal Co	35,000	4,900	.....	25,000	4,000	.....	.....	10,000	.....	.....	.....	.....	7,000	2,000
Kentucky Cardinal Coal Corp	58,911	13,320	.....	10,816	186	.....	545	1,028	1,203	1,090	9,231	3,747	.....	.....
Landstreet-Downey Coal Co	†139,748	126,000	.....	†35,195	†23,271	.....	†1,856	†3,761	.....	†2,678	.....	.....	†7,965	†1,526
Leckie Collieries Co	52,976	83,299	.....	23,110	26,126	.....	.....	*10,115	.....	*10,114	.....	.....	.....	.....
Leevale Collieries, Inc	26,944	.....	.....	3,914	1,033	.....	7,458	4,477	1,173	.....	.....	.....	7,681	13,071
Little War Creek Coal Co	50,819	16,148	.....	47,189	48,971	.....	10,801	17,170	534	1,336	.....	.....	10,088	3,719
Logan-Chilton Coal Co	20,875	16,000	.....	72,920	7,202	.....	.....	3,175	.....	.....	.....	.....	.....	.....
Logan County Coal Corp	155,000	59,350	120,000	175,000	95,000	20,000	9,500	10,000	150	.....	.....	.....	40,000	18,000
Long Flame Coal Co	43,500	18,000	14,500	21,750	36,250	.....	.....	21,750	.....	.....	.....	.....	7,250	.....
Lorado Coal Mining Co	216,431	52,155	304,623	273,923	63,663	7,915	.....	.....	5,627	.....	.....	.....	236	4,433
McCall Coal Co	.....	30,833	.....	43,020	518	.....	.....	.....	.....	.....	.....	.....	61	150
Mahan Ellison Coal Corp	5,462	64,923	10,232	11,272	18,290	.....	3,551	10,685	23,698	14,685	23,154	8,290	.....	.....
Mahan Jellico Coal Co	16,158	.....	.....	11,613	3,185	.....	49	13,900	686	9,751	12,544	6,478	.....	.....
Majestic Collieries Co	124,900	42,000	117,000	21,900	35,700	5,800	1,215	2,000	.....	.....	.....	.....	5,600	.....
Mallory Coal Co	3,564	623,682	5,677	.....	.....	.....	.....	.....	.....	.....	.....	.....	2,790	.....
Marietta Coal Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Marlowe Coal Co	11,350	.....	.....	9,325	9,900	.....	4,300	.....	7,050	.....	.....	.....	.....	.....
Martin County Coal Corp	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

e II—(Continued)

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Defendant Producers (Sheets #2 and 2a)

[fol. 1116]

Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total	
43,297	187,294	.....	264,429	7,315	2,937	781	.....	.....	584	392	1,373	.....	4,853 New York	.....	†126,176	
.....	13,650	.....	.....	2,006	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,734,742	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	158,921	
451	.....	.....	301	1,426	.....	.....	2,104	5,311	.....	451	.....	.....	.....	117,875	117,875	
.....	56	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	222,332	
6,343	793	.....	793	2,201	3,172	15,000	1,189	198	.....	3,965	.....	.....	.....	.....	63,886	
.....	.....	.....	.....	773	.....	997	.....	.....	.....	.....	.....	.....	.....	.....	215,433	
349	166	.....	68	.....	.....	3,600	.....	.....	.....	.....	.....	.....	.....	.....	214,557	
770	564	.....	256	1,035	.....	.....	.....	.....	.....	.....	.....	.....	49 Md.	.....	269,510	
2,277	.....	.....	354	3	.....	3,575	.....	.....	.....	1,949	.....	1,436	.....	1,102	156,103	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	704	177,960	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	280,886	280,886	
.....	.....	.....	.....	1,500	.....	.....	.....	.....	.....	.....	.....	.....	.....	35,142	35,142	
.....	1,290	.....	.....	1,945	94,872	28	1,875	3,060	.....	.....	.....	.....	.....	.....	134,434	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	386,923	
27,002	.....	.....	1,603	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	663,824	663,824	
28,353	4,029	.....	2,376	2,647	6,227	.....	2,930	.....	.....	1,685	.....	.....	.....	.....	349,700	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	375,577	
.....	7,005	.....	2,031	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	20,891	81,199	
29,498	*1,434	.....	8,528	36,877	*1,433	878	.....	.....	*276	406	.....	.....	* 275 N. Y. * 275 Mass. * 1,433 N. D. 68 Md.	.....	78,7025 5,495,849	
.....	.....	359,132	.....	6,770	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....		
.....	.....	.....	.....	600	.....	.....	.....	.....	.....	.....	.....	.....	.....	28,382	1,312,533	
.....	.....	.....	.....	712	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	714,431	
.....	.....	.....	.....	41	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	214,517	
.....	.....	.....	.....	1,190	.....	1,075	.....	.....	.....	.....	.....	.....	.....	7,185	254,109	
.....	49	.....	47	1,091	.....	.....	2,835	.....	.....	.....	.....	.....	.....	.....	90,165	
.....	.....	.....	.....	876	.....	300	.....	.....	.....	.....	.....	.....	.....	.....	104,099	
.....	.....	.....	.....	1,052	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	343,176	(342,300)
1,523	534	.....	.....	2,398	193	.....	.....	.....	.....	.....	.....	.....	.....	.....	216,792	
13,272	19,699	.....	.....	362	12,493	946	.....	.....	.....	103	298	250	.....	.....	71,050	
.....	.....	.....	.....	690	.....	.....	.....	.....	.....	713	267	624	.....	.....	255,151	
.....	.....	.....	2,500	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	120,862	
.....	.....	.....	.....	650	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	704,500	
.....	.....	.....	95,012	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	163,650	
.....	.....	.....	.....	.....	.....	.....	.....	.....	720	.....	.....	.....	54 N. Y.	.....	1,024,792	
2,628	248	.....	326	1,142	.....	.....	699	540	.....	.....	.....	.....	.....	951	75,533	
12,299	196	.....	.....	1,519	2,058	855	245	196	.....	931	.....	.....	.....	.....	199,805	(199,825)
1,200	.....	.....	.....	1,242	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	92,663	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	358,557	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	635,713	
2,050	200	.....	1,050	.....	600	1,200	.....	.....	.....	250	.....	.....	.....	20,482	20,482	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	47,275	
														89,774	89,774	

[fol. 1117]

TABLE II—(C

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Production and Markets of Defendan

	Ohio	Railroad Fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	Iov
Meens-Haskins Coal Corp	101,247	191,626	.....	54,002	8,541	.....	2,378	.....	21,544	.....	.....	3,914	.....	.....	...
Merrill Coal Mines, Inc	39,133	13,985	30,475	11,025	22,134	.....	4,696	5,703	13,200	.....	.....	50	14,049	30,010	...
Merrimac Coal Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Moore Coal Co	.....	176,700	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
New Caryville Coal Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
New Garden Coal Corp	108	3,040	.....	.....	.....	.....	.....	18,253	340	4,219	20,136	39,997	.....	.....	...
North East Coal Co	103,293	.....	93,902	136,159	61,037	.....	28,371	6,028	.....	.....	.....	.....	11,521	1,533	...
Norton Coal Co	.....	22,039	.....	.....	.....	1,798	.....	1,650	.....	11,281	530	47	1,100	.....	...
Octavia J. Coal Mfg. Co	75,000	5,000	.....	50,000	30,000	5,000	35,000	10,000	.....	.....	.....	.....	20,000	.....	...
P. V. & K. Coal Co	.....	69,765	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Panther Coal Co	39,800	22,381	.....	34,825	19,925	.....	.....	2,488	.....	2,487	.....	.....	.....	.....	...
								(2,988)		(2,987)					
Paragon-Elkhorn Collieries Co	.....	32,986	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Perkins-Bowling Coal Corp	18,216	22,228	.....	29,198	12,672	.....	15,734	.....	6,230	.....	.....	.....	.....	.....	...
Perkins Harlan Coal Co	83,511	.....	.....	10,669	13,276	.....	8,465	1,392	10,081	1,091	16,994	9,399	.....	.....	...
Pike-Floyd Coal Co	21,701	47,648	99,282	127,415	22,321	.....	1,536	.....	3,773	.....	.....	.....	.....	.....	...
Pike Fuel Co	.....	6,348	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Premier Coal Co	.....	108,557	.....	.....	.....	.....	.....	.....	.....	98	242	1,037	.....	.....	...
Pruden Coal & Coke Co	.....	278,113	.....	.....	.....	.....	.....	2,600	1,351	.....	12,049	13,623	.....	.....	...
Puritan Coal Corp	453,720	66,427	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	9,259	...
Red Jacket Jr. Coal Co	80,625	860	168,602	148,966	23,501	1,260	2,120	28,709	1,114	1,067	.....	.....	10,984	16,663	...
Red Jacket Cons. Coal & Coke Co	140,196	307,400	415,514	147,869	37,816	17,712	3,988	26,076	5,001	5,674	.....	.....	33,646	4,083	...
Sagamore Coal Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	16,516	24,773	.....	.....	...
Sandlick Coal Co	38,333	.....	.....	2,300	2,345	.....	.....	.....	28,750	.....	.....	.....	.....	.....	...
Southeast Coal Co	100,135	.....	143,672	69,659	74,012	.....	.....	.....	39,183	.....	.....	.....	.....	.....	...
Southern Harlan Coal Co	21,779	.....	18,404	11,349	3,904	.....	1,701	10,265	8,443	13,111	38,708	12,302	137	.....	...
Southern Mining Co.—Insull Mine	35,460	.....	27,301	26,212	20,047	.....	5,843	1,108	13,142	.....	16,471	6,850	.....	.....	...
do Balkan Mine	32,326	21,073	.....	10,503	8,003	.....	3,108	9,452	14,916*	4,302	90,208	24,729	.....	.....	...
do Colmar Mine	1,705	23,938	.....	1,189	1,828	.....	.....	431	159	968	55,181	219	.....	.....	...
Splash Dam Coal Corp	1,876	69,069	.....	7,762	1,202	.....	322	2,339	.....	49,640	1,650	46,614	313	.....	...
Standard Thacker Coal Co	.....	21,233	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Stearns Coal & Lumber Co	89,712	139,706	.....	69,415	44,463	.....	6,279	35	145,074	1,856	87,867	177,266	.....	.....	...
Steinman Coal Corp	2,719	.....	.....	4,666	6,684	.....	3,738	2,210	.....	8,191	1,427	7,872	1,780	.....	...
Stonega Coke & Coal Co	1,970	591,832	.....	.....	.....	1,328,675	9,034	171,609	47	151,961	6,541	16,957	119,904	.....	...
Sudduth Fuel Co	40,996	12,372	.....	14,872	6,552	.....	19,922	4,662	.....	.....	.....	.....	7,305	7,514	...
Sycamore Coal Co	107,113	22,470	19,175	26,057	61,317	.....	8,629	111	286	.....	.....	.....	116	733	...
Tennessee Cons. Coal Co	.....	169,715	.....	.....	.....	.....	.....	.....	110	.....	1,276	87,309	.....	.....	...
Thacker Coal & Coke Co	57,091	36,450	.....	70,193	7,955	.....	5,647	.....	.....	.....	.....	.....	11,062	1,552	...
Three Point Coal Co*	31,465	.....	61,688	43,300	16,523	.....	9,603	18,557	12,910	4,124	63,580	11,298	.....	.....	...
Tomlinson Coal Corp	.....	.....	.....	.....	.....	.....	41	7,637	.....	4,214	265	14,711	13,039	.....	...
Tway Coal Co., R. C	35,012	.....	.....	311	5,337	.....	231	.....	97,132	.....	71,319	232	.....	.....	...
Turner Elkhorn Mining Co	6,613	.....	.....	10,220	8,720	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Virginia Iron, Coal & Coke Co	14,966	568,858	.....	133	2,841	3,148	1,847	74,961	.....	56,187	22,071	42,749	129,327	1,110	...
War Eagle Coal Co	23,416	51,599	.....	9,819	.....	.....	.....	.....	.....	.....	.....	.....	47,460	.....	...

*% Basis of 1931.

II—(Continued)

1930

Defendant Producers (Sheets #3 and 3a)

[fol. 1118]

Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total	
1,372	1,045			1,000	196	2,700									385,592	
											420	131			188,624	
				610		2,260								86,000	86,000	
				927			630	652							179,570	
9,390			14,086	4,018		2,422									85,154	
		52,627		2,903										6,506	22,230	
	35,000		20,000			750							2,000 N. Y.		475,954	
				553											93,975	
				1,060											287,750	
				960		1,447									70,318	
1,900	158		1,742	1,033											122,966	(123,966)
752			500	1,058	50		346	2,685		52				72,172	107,565	
1,411	5,242		4,809	1,681	586	72			2,504	392		351			109,163	
				175		525						53	110 N. J.		160,620	
				1,796		898	155	50							340,536	
				1,800		218									7,048	
				2,507											112,833	
716	2,070		26,660	1,287											309,754	
2,059	2,616		50,289	8,529					2,021	152			439 N. Y.		531,913	
									1,099	179		46	134 N. Y.		502,816	
															1,209,826	
			4,254	2,050		7,843									41,289	
99	51		282	534			1,427	2,660							71,728	
2,116	101		5,087	1,415				957		50	50	141		4,454	445,262	
961			51	1,846			2,091	5,338							145,297	
			108	1,729			6,398								162,210	
															228,907	
				170		850									93,853	
															180,787	
2,327	808			4,906	158		8,901	3,096		43	48	43	48 La.	43,759	66,012	
54	456			270	49								192 Miss.		782,243	
		175,189		16,223		6,248	1,035				6,167				40,116	
113	170			2,138							57		1,774 N. Y.		2,603,392	
6,881	1,523		1,128	536	5,302	818							56 Kan.		118,447	
				3,040		560		9,835			3,271	282	114 Md.		265,918	
742	2,517		2,424			3,085			208						271,845	
536	56		1,582				1,017	6,214					425 N. Y.		199,351	
				360											282,453	
				2,120											40,267	
				125											211,694	
1,208		23,206		6,700		16,754	196		890						25,678	
				690									2,317 N. Y.		969,469	
															132,984	

TABLE II—(Cont

1930

Production and Markets of Defendant

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	Iowa
bb Coal Mining Co	65,994	.....	.....	35,585	48,741	.....	13,587	.....	9,489	.....	.....	.....	.....	18,547	16,
lls Elkhorn Coal Co	84,678	11,230	98,919	43,493	82,368	.....	4,619	*3,272	57,350	*3,271	.....	.....	.....	.....	
st Virginia Coal & Coke Corp	1,048,461	317,730	588,537	486,650	214,600	43,430	41,550	1,200	1,900	.....	.....	.....	3,000	.....	
lliam Ann Coal Co	28,910	25,000	.....	12,390	20,650	.....	.....	12,390	.....	.....	.....	.....	8,260	.....	
nco Block Coal Co	10,215	.....	.....	3,730	3,900	.....	2,697	*1,319	.....	*1,319	.....	.....	2,473	1,263	
nifrede Block Coal Co	.....	8,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
e Coal & Coke Co	.....	59,662	.....	.....	.....	8,553	.....	8,489	.....	55,016	852	2,124	246	.....	
od Coal Co	61,974	.....	.....	3,665	8,793	.....	150	12,166	25,766	.....	.....	.....	40,140	.....	
att Coal Co	105,170	62,250	.....	7,115	23,835	.....	56,025	.....	11,440	.....	.....	.....	18,390	35,640	
ughiogheny & Ohio Coal Co	49,500	5,096	.....	14,500	5,032	.....	6,000	.....	.....	.....	.....	.....	.....	3,024	
et #1	2,270,339	2,488,705	1,599,990	1,371,323	899,333	52,173	940,146	650,374	330,826	659,213	468,447	497,841	319,187	163,215	570,
#2	3,619,010	2,511,406	2,375,942	2,155,666	1,494,537	1,450,877	983,693	280,357	399,144	106,549	202,488	126,364	256,204	742,778	171,
#3	1,799,237	3,103,418	1,077,915	1,128,088	522,956	1,357,593	178,233	406,276	439,556	320,471	523,031	541,948	421,743	57,457	32,
#4	1,454,902	488,968	687,456	607,128	407,919	51,983	124,628	38,836	105,945	59,606	852	2,124	72,509	58,474	18,
Totals	9,143,488	8,592,497	5,741,303	5,262,205	3,324,745	2,912,626	2,226,700	1,375,843	1,275,471	1,145,839	1,194,818	1,168,277	1,069,643	1,021,924	792,

TABLE II—(Continued)

1930

kets of Defendant Producers (Sheets #4 and 4a)

[fol. 1120]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
18,547	16,392	7,332	.....	.....	1,800	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	217,467
.....	*674	*674	.....	4,234	1,800	*673	9,600	.....	.....	.....	.....	.....	.....	*673 N. Y.	.....	407,528
.....	.....	.....	.....	.....	15,424	.....	8,188	.....	.....	.....	.....	.....	.....	.....	.....	2,770,670
.....	.....	.....	.....	.....	1,360	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	108,960
1,263	.....	.....	18,290	110	.....	.....	420	.....	.....	.....	.....	.....	.....	.....	.....	45,736
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	144,995	152,995
.....	.....	.....	49,112	.....	1,676	.....	502	.....	.....	.....	.....	.....	.....	.....	.....	186,232
.....	560	762	.....	.....	782	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	154,758
35,640	600	52,250	.....	.....	546	450	2,996	.....	.....	.....	.....	.....	250	.....	.....	376,957
3,024	.....	72,470	.....	.....	1,000	.....	1,500	.....	.....	.....	.....	.....	.....	.....	.....	158,122
163,215	570,192	302,066	.....	31,167	151,174	114,411	27,801	52,306	29,479	6,450	35,510	18,380	14,217	27,484	1,064,769	15,156,518
742,778	171,312	237,207	359,132	141,674	78,063	123,985	29,235	11,877	9,305	1,580	10,845	1,938	2,310	7,007	1,267,198	19,157,683
57,457	32,637	51,813	251,022	133,002	76,749	6,341	47,450	22,196	31,487	6,722	868	10,013	1,047	7,609	212,891	12,769,769
58,474	18,226	133,488	67,402	4,344	24,388	1,123	23,206	.....	.....	.....	.....	.....	250	673	144,995	4,579,425
1,021,924	792,367	724,574	677,556	310,187	330,374	245,860	127,692	86,379	70,271	14,752	47,223	30,331	17,824	42,773	2,689,853	51,663,395

TABLE III

1931

Production and Markets of Defendant Produc

	Ohio	Railroad Fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	Iow
Ajax Coal Co	33,650	17,578	.....	30,000	8,200	.....	10,650	.....	1,150	.....	.....	600	.....	.....	
Algoma Block Coal Co	27,462	.....	.....	.....	16,240	.....	20,370	.....	49,813	.....	.....	.....	.....	.....	1
Allburn Coal Corporation	.....	13,122	.....	.....	.....	.....	.....	.....	100	.....	.....	.....	221	15,320	.....
Alma Fuel Co	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Amherst Coal Company	90,000	52,000	95,000	125,000	52,000	25,000	13,000	7,000	500	50	.....	.....	25,000	10,000	.....
Anchor Coal Co	33,485	26,432	55,396	21,340	18,716	.....	8,672	283	7,184	.....	.....	.....	3,701	11,732	
Apex Coal Company	30,010	25,928	.....	7,627	4,124	.....	4,019	.....	60	.....	.....	.....	.....	.....	
Atlas Coal Company	.....	7,500	.....	.....	.....	.....	.....	1,335	9,342	.....	4,004	10,677	1,335	.....	.....
Bardo Coal Mfg. Co., Inc	35,558	.....	.....	14,465	403	.....	9,334	9,930	.....	4,738	11,546	4,821	52	.....	
Benedict Coal Corp	2,600	64,878	19,830	4,226	4,876	.....	20,480	110,526	1,625	72,817	9,752	37,059	12,028	.....	2
Berger Coal Mining Co	.....	47,835	.....	.....	.....	.....	.....	1,920	720	1,440	720	.....	.....	.....	
Block Mountain Corp	125,166	.....	44,300	43,894	124,387	.....	129,681	.....	3,771	.....	1,793	50	.....	.....	5
Blackwood Coal & Coke Co	49	277,707	128,295	52	147	.....	1,440	88,190	.....	128,426	11,911	26,053	26,273	.....	
Blue Diamond Coal Co	20,988	197,880	5,109	7,049	16,854	.....	18,444	108,986	13,939	105,488	53,042	48,384	25,069	.....	2
do (Jellico Field)	4,982	107,926	34,680	8,480	931	.....	3,922	12,563	3,445	5,106	44,022	38,510	.....	.....	1
do (Harlan Mines)	30,035	21,027	20,631	25,447	12,485	.....	9,058	21,366	20,465	5,035	50,618	16,543	.....	.....	
do (Hazard Mines)	186,672	118,555	101,428	157,284	77,868	.....	54,862	.....	5,777	.....	.....	.....	.....	.....	8
Bon Jellico Coal Company	398	.....	.....	45	393	.....	.....	1,349	1,205	2,265	11,317	17,478	.....	.....	
Boone County Coal Corp	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Borderland Coal Corp	52,322	22,870	.....	22,673	41,858	.....	45,346	4,360	3,488	.....	.....	.....	2,316	2,044	.....
Cabin Creek Consolidated Coal Co	107,717	77,323	438,308	59,704	60,141	.....	59,685	9,037	8,614	326	.....	.....	16,652	16,864	
Cambria Coal Company	.....	169,956	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Carbon Fuel Co	71,219	22,255	.....	79,421	35,761	.....	40,378	210	4,412	57	.....	.....	1,242	8,618	
Carbon Glow Mines, Inc	21,550	.....	.....	76,050	18,600	.....	90,212	.....	22,300	.....	.....	.....	.....	.....	
Clear Fork Coal Co., Inc	.....	167,403	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Clean Eagle Coal Company	707	770	85,900	6,100	4,500	.....	100	300	24,531	100	.....	.....	5,850	550	.....
Clinchfield Coal Corp	108,345	333,736	147,063	12,115	12,000	12,790	12,000	232,486	.....	397,202	*13,314	146,781	146,000	.....	.....
Clinchmore Coal Mining Co	12,650	.....	.....	2,700	7,400	.....	500	500	13,500	750	12,100	52,595	.....	.....	
Clover Splint Coal Co., Inc	67,502	.....	.....	36,562	17,017	.....	16,628	7,633	5,640	2,625	11,717	9,578	.....	.....	
Coalburgh-Kanawha Mining Co	*36,850	15,500	*36,850	1,800	18,000	.....	1,500	.....	2,500	.....	.....	.....	.....	17,000	
Coalfield Coal Co	.....	68,189	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Colcord Coal Company	107,515	2,923	1,730	17,289	13,640	.....	69,887	4,318	152	.....	.....	.....	2,450	3,780	
Columbus Mining Company	117,370	41,053	.....	106,767	50,262	.....	125,602	.....	35,397	.....	.....	.....	.....	.....	
Cornett-Lewis Coal Co	22,505	.....	.....	19,290	20,403	.....	15,116	.....	15,291	.....	.....	.....	.....	.....	
Cornett-Lewis Coal Co	.....	129,049	.....	.....	2,867	.....	.....	.....	11,472	.....	.....	.....	.....	.....	.....
Creech Coal Co	86,205	.....	.....	22,044	6,224	.....	2,210	5,683	23,553	10,319	158,202	24,319	401	.....	
Crummies Creek Coal Co	47,600	.....	36,250	46,428	29,760	.....	19,260	5,922	7,600	2,995	11,435	2,935	.....	.....	
Crystal Block Coal & Coke Co	65,900	24,655	34,830	46,017	29,339	.....	4,414	6,227	425	189	.....	.....	3,500	15,803	
Crystal Block Mining Co	40,411	18,553	37,565	18,183	17,667	.....	3,347	8,567	.....	.....	.....	.....	1,809	5,167	
Detroit Mining Co	90,960	.....	.....	31,364	15,682	.....	4,704	.....	.....	.....	.....	.....	.....	.....	
Dixie Darby Coal Co	(25%) 9,250	.....	.....	(2%) 740	.....	.....	(8%) 2,960	(15%) 5,550	(10%) 3,700	.....	(19%) 7,030	(20%) 7,400	.....	.....	(1
Dry Branch Coal Co	15,490	6,715	.....	1,353	4,527	.....	3,200	10,576	1,766	.....	.....	.....	2,869	5,546	
Earlston Coal Company	40,212	81,193	8,268	6,686	3,128	.....	898	9,694	.....	52	.....	.....	32,452	.....	.....

TABLE III

1931

Defendant Producers (Sheets #1 and 1a)

[fol. 1122]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	4,100	600	.....	.....	.....	1,050	.....	.....	.....	.....	200	100	.....	.....	.....	107,878
.....	17,341	.....	.....	.....	41,213	.....	2,140	.....	.....	.....	.....	.....	.....	.....	.....	174,669
15,320	.....	.....	.....	.....	1,135	.....	.....	.....	.....	.....	.....	.....	.....	.....	29,392	59,290
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	37,675	37,675
10,000	.....	.....	.....	1,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	495,550
11,732	1,854	.....	.....	.....	2,202	59	1,460	.....	.....	476	.....	89	.....	.....	.....	193,581
.....	.....	.....	.....	.....	450	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	72,218
.....	.....	.....	.....	.....	497	.....	1,800	.....	.....	.....	.....	.....	.....	.....	.....	36,490
.....	1,205	906	.....	1,250	.....	301	.....	3,720	2,205	.....	.....	.....	.....	.....	.....	100,434
.....	28,282	.....	.....	.....	1,617	.....	.....	650	.....	.....	325	.....	.....	.....	.....	391,571
.....	.....	.....	.....	.....	579	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	53,214
.....	51,106	11,425	.....	377	5,751	32,964	1,105	.....	.....	.....	16,178	2,170	3,686	8,500 North Dak.	.....	606,304
.....	1,399	100	.....	.....	5,642	.....	2,036	1,979	.....	.....	.....	.....	.....	.....	.....	699,699
.....	35,846	371	.....	265	4,112	371	.....	19,027	689	.....	53	53	.....	.....	.....	682,019
.....	19,451	127	.....	.....	2,163	477	.....	2,173	4,240	.....	371	.....	.....	159 Mississippi	.....	293,728
.....	3,922	260	.....	159	1,333	.....	.....	5,936	2,491	.....	212	.....	.....	.....	.....	247,023
.....	84,164	4,293	.....	.....	2,722	5,194	.....	.....	.....	.....	1,749	4,346	.....	.....	.....	804,914
.....	50	.....	.....	.....	1,302	.....	.....	.....	395	.....	.....	.....	.....	.....	.....	36,197
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	868,720	868,720
2,044	.....	.....	.....	.....	46	.....	1,057	.....	.....	.....	.....	.....	.....	.....	.....	198,380
16,864	36,974	9,478	.....	2,010	9,856	.....	.....	.....	.....	.....	.....	1,686	†6,892	5,804 Wash., D. C.	16,030	943,101
.....	.....	.....	.....	.....	1,793	.....	984	.....	.....	.....	.....	.....	.....	.....	†71,533	244,266
8,618	6,922	89,372	.....	2,502	7,200	10,658	.....	.....	.....	57,001	.....	97	.....	31,667 New Jersey *50,668 Conn. 120,255 Mass.	.....	639,915
.....	550	1,450	.....	1,250	†	1,650	†	.....	.....	.....	.....	100	.....	.....	.....	233,712
.....	.....	.....	.....	.....	2,410	.....	4,800	.....	.....	.....	.....	.....	.....	.....	.....	174,613
550	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	129,408
.....	.....	.....	.....	.....	20,600	.....	4,535	*13,314	.....	.....	.....	.....	.....	.....	4,140	1,616,421
.....	1,200	50	.....	.....	600	.....	.....	100	1,900	.....	100	.....	.....	.....	.....	106,645
.....	29,366	97	.....	243	1,475	681	.....	292	146	.....	778	.....	.....	.....	.....	207,980
17,000	1,000	1,000	.....	.....	605	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	132,605
.....	.....	.....	.....	.....	641	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	68,830
3,780	23,070	2,747	.....	510	2,083	136	720	.....	.....	2,659	.....	87	.....	662 New York	9,657	265,979
.....	2,648	2,250	.....	5,950	3,113	900	5,399	.....	.....	.....	.....	.....	.....	.....	.....	496,711
.....	6,243	41,192	.....	.....	955	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	140,995
.....	.....	.....	.....	.....	1,487	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	144,875
.....	407	46	.....	868	2,898	101	360	2,698	4,545	.....	.....	.....	.....	.....	.....	351,279
.....	17,530	17,835	.....	1,875	1,472	2,265	.....	93	149	140	850	.....	.....	196 La.	.....	252,394
15,803	473	378	.....	.....	1,305	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	234,259
5,167	127	.....	.....	.....	1,960	721	.....	.....	.....	.....	.....	.....	.....	804 Wash., D. C.	.....	153,699
.....	12,540	324	.....	.....	1,714	.....	.....	.....	.....	.....	.....	.....	.....	271 New Jersey	.....	157,288
.....	(1%) 370	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	37,000
5,546	592	54	.....	.....	901	53	.....	.....	.....	53	.....	44	.....	167 Colorado	.....	
.....	.....	385	.....	1,365	159	.....	.....	.....	.....	.....	.....	.....	.....	448 New York	.....	54,35
																184,492

TABLE III—(Continued)

1931

Production and Markets of Defendant Produ

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia	In
Elkhorn & Jellico Coal Co	18,610			6,203	24,813				74,440						
Elkhorn Coal Corporation	197,083	90,860		281,249	23,760		307,472		11,854						
Elkhorn Collieries Corp	32,060	16,600		48,170	20,430		21,150		22,400			46	128	59	
Elkhorn Jr. Coal Co															
Ethel Block Coal Co															
Fork Mountain Coal Co	3,496	62,412		5,049	1,505		485	1,457	10,924	1,748	33,985	29,324		169,900	
Fort Branch Coal Corp		59,678		108			111	333	109	57					
Gatliff Coal Co	38,957			11,792	8,457		907	38,241	3,239	4,222	7,151	5,610	335	460	
Gay Coal & Coke Co		9,460													
Glen Alum Fuel Co	71,951	44,727		11,615	4,612		17,272	704						181,990	
Glogora Coal Co. (Stickney #11 Mine)	41,551		7,155	13,409	20,299	848	3,869	106	8,957				7,565	4,052	
do (Glo Mine, Ky.)	21,941	10,168	22,171	11,854	16,219		2,579		20,187				1,272	1,590	
Gorman Coal Co., John P															
Gray Eagle Mining Co															
Hardy Coal Co	*1,778	51,533		*1,777	*1,778										
Harlan Fuel Co	10,210	20,804		1,394	27,605		410	1,130	24,720	26,265	91,985	28,800			
Harlan Wallins Coal Corp															
Harvey Coal Corp., Inc	91,296	38,390		40,149	39,127		54,470		3,324						
High Splint Coal Co	80,713			16,142	47,478		31,098	7,359	3,560	237	949	21,602			
Hignite Coal Co		29,810													
Hutchinson Coal Co	234,215	21,769	133,927	174,787	30,763		6,254		521				31,272	4,000	
Island Creek Coal Co	914,174	291,760	764,681	†510,996	330,605	990,905	22,528	†22,850	90,684				28,142	36,225	
Kanawha & Hocking Coal & Coke Co	222,236	204,019	28,650	10,515	152,201										
Kellys Creek Colliery Co	140,900	136,971		31,500	40,500									197,507	
Kemmerer Gem Coal Co			131,963					27,000					4,000	204,000	
Kenmont Coal Co	108,233		20,731	50,115	42,431			34,123		23,154	1,370	20,382	49,820		
Kenner McCoy Coal Co	30,000	4,200		26,000	1,000										
Kentucky Cardinal Coal Corp	35,175	14,614		16,048	97		282	4,000					500	750	
Koger Rangeley Coal Co	10,609							1,381	1,815	436	6,020	14,218	51		
Landstreet-Downey Coal Co	34,877	77,000		21,849	10,268		245	676					2,424	94	
Leckie Collieries Co	48,981	80,102		27,857	21,523								10,854	3,907	
Leevale Collieries, Inc	12,006			4,577	1,135		2,862	*8,547		*8,547					
Little War Creek Coal Co	36,775	14,750		34,148	35,437		7,816	1,743	1,124				3,735	26,114	
Logan-Chilton Coal Co	18,750	6,000		66,100	6,650			12,425	387	967			7,300	2,691	
Logan County Coal Corp	110,000	72,500	120,500	160,000	67,000	30,250	17,000	2,900							
Long Flame Coal Co	36,529	32,500	18,264	18,264	30,441			10,000	1,000	100			36,000	10,500	
Lorado Coal Mining Co	152,004	34,688	119,599	262,049	43,204		109	12,176					6,088		
McCall Coal Co		17,189		43,138					2,356					5,184	
Mahan Ellison Coal Corp	2,971	50,278	1,476	4,164	5,706		669	9,908	13,097	16,697	11,976	6,469			
Mahan Jellico Coal Co	11,950			7,105	2,450		147	15,137	294	8,275	6,205	6,466			
Majestic Collieries Co	108,000	28,000	103,000	18,600	32,000	8,300	4,440	1,600					6,500		
Mallory Coal Co	62,331	559,424	131,700	25,000					9,500						
Marlowe Coal Co	17,200			13,000	13,000		6,500								

† Letter of 6/1/32.

III—(Continued)

1931

Defendant Producers (Sheets #2 and 2a)

[fol. 1124]

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
59	30,667	53,083		22,720	6,402	1,811	730									124,066
		15,900			1,085					505	175	152	53			1,028,809
169,900																177,795
	146				1,800											108,000
460		219		97	1,600	146		97	2,388		49					171,700
	3,910	500		643	1,981	2,137	13,100	774	191		2,648		38			154,908
181,990					1,463		599									61,410
4,052		100		48			1,800									144,498
1,590	742	583			843											193,512
	1,389			100	2						1,060		742		603	164,446
															248	103,629
					972										170,572	106,858
		680			1,700	46,400	32	700	1,570						31,000	170,572
	25,828			1,534												31,000
	18,374	2,611		237	2,461	4,035		1,899			1,092				600,683	57,838
4,000	325	8,254		1,127												284,405
																600,683
36,225	22,682	7,763		11,588	32,676		905			†1,043					12,087	314,118
197,507			34,824		7,062									85 D. C.		239,847
204,000					388									186 Rhode Island		41,897
					3,115									80 Maryland		647,214
					62											4,100,558
750					1,400		1,015								12,600	869,614
					1,100			1,701	145							594,259
94					215											263,927
3,907					463		300								13,808	235,380
					1,070											68,865
26,114	1,138	135			1,611	54										93,083
2,691	9,605	75,900			359	9,041	924			140		54	262			14,018
					612						516	193	451			159,763
10,500				1,000												196,627
					675											56,690
5,184				67,319												249,685
	2,000				754					456						101,012
	6,270	147		49	1,680	539		681	47							635,850
	500			147	1,292			833	686		490				4,977	154,037
																65,304
	3,600	900		3,000		2,050	1,200				850					126,942
																68,821
																686,968
																312,232
																778,455
																70,800

[fol. 1125]

TABLE III—(Continued)

1931

Production and Markets of Defendant Producers

	Ohio	Railroad Fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia
Marietta Coal Co														
Martin Co. Coal Corp														
Meem-Haskins Coal Corp		190,683												
Merrill Coal Mines, Inc	6,270	11,814	27,192	8,973	16,657		370	3,289	15,543	104			6,160	28,201
Merrimac Coal Co														
Moore Coal Company		127,360												
New Caryville Coal Co		18,138												
New Garden Coal Corp	239	8,304						10,278	99	1,681	8,056	22,929		
North-East Coal Co	76,543		44,159	86,375	41,215			12,515					16,116	2,080
Norton Coal Co		15,429					20,608		14,720					
Octavia J. Coal Mfg. Co	65,000	4,500		40,000	20,000	95		1,785		505	750	47	964	2,226
P. V. & K. Coal Co		30,610				11,000	10,000	5,000					25,000	
Panther Coal Co	35,036	19,994		30,756	17,518			109	105	499	2,781	53		
Paragon-Elkhorn Collieries Co		22,665						*2,190		*2,190				
Perkins-Bowling Coal Corp	48,065	24,671		20,891	8,989									
Perkins Harlan Coal Co	68,636			6,774	798		5,618		5,363					
Pike-Floyd Coal Co	48,315	87,455	92,415	49,239	9,192		2,101	2,704	3,750	3,549	12,560	9,278		
Pike Fuel Co		4,948					377		3,054					
Premier Coal Co		36,191												
Pruden Coal & Coke Co		182,005						592			156	745		
Puritan Coal Corp	310,226	54,221						1,680	3,250		25,076	21,450		
Red Jacket Jr. Coal Co	56,488	3,270	172,973	128,905	13,508		4,034	22,227	194	379				7,000
Red Jacket Cons. Coal & Coke Co	80,969	281,266	397,470	201,090	20,198		4,646	25,304	3,713	3,752			6,856	139
Sagamore Coal Co													12,313	3,086
Sandlick Coal Co	31,502			12,801	13,041						14,290	22,380		
South East Coal Co	33,600	10,110	161,762	50,551	40,441				23,625					
Southern Collieries, Inc									33,800					
Southern Harlan Coal Co	10,730		19,028	18,418	1,426			14,652		8,720	7,250	33,120		
Southern Mining Co.—Insull Mine	17,912		26,866	19,362	7,466		52	2,300	3,419	4,198	20,189	13,869	103	
do Balkan Mine	28,058	15,281		6,824	1,788		1,326	867	11,246	204	10,608	19,992		
do Colmar Mine	1,589	7,093		769	825		719	5,220	12,965	5,229	38,422	28,856		
Splash Dam Coal Corp	6,272	66,839		4,067	851			3,539	112	217	32,634	1,295		
Standard Thacker Coal Co		15,295					921	2,795		51,051	1,797	53,848		
Stearns Coal & Lumber Co	68,813	123,382		31,919	25,915									
Steinman Coal Corp	6,045			3,603	12,638		1,835		114,515	1,122	78,393	116,992		
Stonega Coke & Coal Co	4,913	507,881		12,799	2,038	1,013,907	2,145	1,260		7,413	530	4,660	111	
Sudduth Fuel Co	26,234	11,312		12,790	1,802		43	127,435		140,041	9,555	13,477	83,069	
Sycamore Coal Co	89,668	43,610	18,403	14,400	31,914		20,855	3,017		52			3,306	11,115
Tennessee Cons. Coal Co		147,361					9,841	222	167				945	334
Thacker Coal & Coke Co	75,336	21,162		60,233	5,809				32		5,160	71,986		
Three Point Coal Co	34,550	1,723	67,753	47,558	18,146		2,606	90		4,534			4,787	3,647
Tomlinson Coal Corp							10,564	20,390	14,132	1,822	69,833	12,391		
Tway Coal Co., R. C	33,464	21,255		93	3,647			5,026			400	12,805	13,916	
									112,898		67,761			

ontinued)

nt Producers (Sheets #3 and 3a)

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	[fol 1126] Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15,349	15,349
28,201	.....	.....	.....	113	1,000	.....	3,506	.....	.....	.....	.....	.....	.....	.....	58,374	58,374
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	194,189
.....	.....	.....	.....	.....	600	.....	1,840	.....	.....	.....	.....	.....	61	105 D. C.	.....	†125,852
.....	.....	.....	.....	.....	875	.....	.....	.....	.....	.....	.....	.....	.....	.....	84,676	84,676
2,080	.....	.....	.....	.....	.....	.....	.....	650	154	.....	.....	.....	.....	.....	.....	129,800
.....	5,988	.....	.....	2,944	2,984	.....	1,375	.....	.....	.....	.....	.....	.....	49 Arkansas	.....	62,909
2,226	.....	.....	36,674	.....	1,072	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	39,254
.....	.....	65,000	.....	20,000	.....	.....	750	.....	.....	.....	.....	.....	.....	.....	1,844	298,755
.....	.....	.....	.....	.....	239	.....	.....	55	51	.....	.....	.....	.....	1,000 N. Y.	.....	59,567
.....	.....	.....	.....	.....	1,008	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	267,250
.....	.....	.....	.....	.....	960	.....	1,755	.....	.....	.....	.....	.....	.....	.....	.....	34,502
.....	2,860	102	.....	2,860	945	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	108,692
.....	149	150	.....	2,707	905	.....	.....	.....	.....	.....	51	.....	.....	.....	83,132	108,512
.....	1,414	1,568	.....	2,613	1,731	720	51	201	1,052	.....	.....	.....	.....	.....	.....	120,415
.....	.....	.....	.....	.....	55	.....	460	.....	.....	1,376	141	.....	40	.....	.....	115,314
.....	.....	.....	.....	.....	1,847	.....	649	.....	.....	.....	.....	.....	.....	.....	.....	299,701
.....	.....	.....	.....	.....	1,700	.....	200	.....	.....	.....	.....	.....	.....	.....	75	5,538
7,000	.....	.....	.....	.....	1,754	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	100,180
139	1,754	967	.....	12,405	1,736	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	235,361
3,086	954	1,581	.....	23,169	8,107	.....	.....	.....	.....	706	85	49	106	53 N. Y.	.....	373,201
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,035	79	.....	.....	90 N. Y.	.....	426,834
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,068,822
.....	.....	.....	.....	3,370	1,739	.....	6,648	.....	.....	.....	.....	.....	.....	.....	.....	36,670
.....	.....	.....	.....	.....	775	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	80,969
.....	49	.....	.....	255	487	.....	.....	405	253	.....	.....	.....	.....	.....	3,371	345,392
.....	1,224	.....	.....	4,233	943	.....	.....	285	747	.....	.....	.....	.....	.....	.....	65,175
.....	168	.....	.....	.....	1,631	.....	.....	357	102	.....	.....	.....	.....	.....	.....	95,555
.....	.....	.....	.....	.....	1,619	.....	.....	1,468	3,706	.....	.....	.....	.....	.....	.....	122,708
.....	.....	.....	.....	.....	.....	.....	.....	1,823	.....	.....	.....	.....	.....	.....	.....	150,335
.....	.....	.....	.....	.....	1,500	.....	625	.....	.....	.....	.....	.....	.....	.....	.....	51,515
.....	344	537	.....	.....	3,467	.....	.....	13,174	3,335	.....	.....	.....	.....	.....	.....	188,441
.....	.....	547	.....	.....	550	210	.....	.....	.....	.....	.....	.....	.....	.....	19,650	37,070
.....	.....	.....	85,749	*281	13,540	.....	7,334	256	.....	.....	.....	55	.....	.....	.....	583,743
11,115	206	237	.....	.....	2,430	52	.....	.....	.....	.....	.....	2,598	.....	.....	.....	39,767
334	4,281	1,779	.....	.....	577	3,114	762	.....	.....	.....	.....	.....	.....	*281 N. Y.	.....	2,025,197
.....	.....	.....	.....	.....	2,240	.....	537	.....	11,203	.....	.....	890	56	3,153 N. Y.	.....	96,561
3,647	459	792	.....	2,957	.....	.....	1,629	.....	.....	182	.....	.....	.....	111 Md.	.....	221,074
.....	591	51	.....	1,744	.....	.....	.....	1,120	6,819	.....	.....	.....	.....	.....	.....	238,519
.....	.....	.....	.....	.....	3,822	.....	.....	.....	.....	.....	.....	.....	.....	43 N. Y.	.....	179,732
.....	.....	.....	.....	.....	1,890	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	311,899
														.....	.....	37,791
														.....	.....	241,008

[fol. 1127]

Production

	Ohio	Railroad fuel	Lake Ports	Michigan	Indiana	Tidewater	Illinois	North Carolina	Kentucky	South Carolina	Georgia	Tennessee	Virginia	West Virginia
Turner Elkhorn Mining Co	30,220	.....	.....	20,705	4,335	.....	.....	.....	.....	.....	.....	.....	.....	.....
Virginia Iron, Coal & Coke Co	5,954	488,448	.....	90	6,398	.....	260	84,450	630	66,000	16,214	31,978	144,022	155
War Eagle Coal Co	12,190	34,210	.....	11,416	.....	.....	.....	.....	.....	.....	.....	.....	18,250	.....
Webb Coal Mining Co	47,722	3,198	.....	25,796	34,361	.....	9,806	.....	6,723	.....	.....	.....	.....	13,452
Wells-Elkhorn Coal Co	74,510	9,120	87,041	38,271	72,478	.....	4,064	*2,879	50,463	*2,879	.....	.....	.....	.....
West Virginia Coal & Coke Corp	982,478	290,090	487,956	454,500	200,900	10,580	20,350	1,100	7,200	.....	.....	.....	2,000	.....
William Ann Coal Co	21,389	38,000	.....	9,167	15,278	.....	.....	9,167	.....	.....	.....	.....	6,111	.....
Winco Block Coal Co	19,708	.....	.....	1,392	976	.....	572	*1,274	.....	*1,274	.....	.....	1,306	1,716
Winifrede Block Coal Co	.....	7,500	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Winifrede Collieries	1,600	395	.....	350	4,486	.....	.....	1,050	48	.....	.....	.....	1,800	406
Wise Coal & Coke Co	.....	9,151	.....	.....	.....	6,440	.....	2,156	.....	69,751	355	768	1,154	.....
Wood Coal Co	73,547	.....	.....	715	8,768	.....	51	14,805	15,028	.....	.....	.....	35,703	.....
Wyatt Coal Co	48,050	66,000	.....	5,200	7,650	.....	13,500	.....	6,050	.....	.....	.....	2,600	71,150
Youghiogheny & Ohio Coal Co	21,600	10,851	.....	7,500	2,303	.....	3,000	.....	.....	.....	.....	.....	.....	11,900
Sheet #1	1,743,335	2,160,511	1,331,433	1,058,195	746,364	37,790	821,879	674,511	303,437	739,980	412,523	443,783	309,220	112,424
" #2	2,957,562	2,100,206	1,603,817	1,974,723	1,111,494	1,030,303	508,675	213,796	304,492	90,705	159,641	132,917	195,986	869,023
" #3	1,264,473	2,175,828	1,028,021	869,190	315,822	1,025,002	98,661	274,486	376,702	237,262	406,201	460,173	173,646	57,828
" #4	1,338,968	956,963	574,997	575,102	357,933	17,020	51,603	116,881	86,142	139,904	16,569	32,746	212,946	98,779
Totals	7,304,338	7,393,508	4,538,268	4,477,210	2,531,613	2,110,115	1,480,818	1,279,674	1,070,773	1,207,851	994,934	1,069,619	891,798	1,138,054

TABLE III—(Continued)

1931

Production and Markets of Defendant Producers (Sheet #4 and 4a)

(fol. 1128)

West Virginia	Iowa	Wisconsin	Made into coke at mines	Canada	Sold to local trade	Minnesota	Used at mines for heat & power	Florida	Alabama	Pennsylvania	South Dakota	Missouri	Nebraska	Other states (classified)	Not classified	Total
.....	.....	.....	.....	.....	90	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	55,350
155	1,138	.....	21,175	.....	6,787	51	17,088	207	.....	.....	.....	.....	.....	.....	.....	891,098
.....	.....	.....	.....	.....	1,450	.....	.....	.....	.....	.....	.....	.....	.....	53 N. Y.	.....	77,516
13,452	12,304	5,407	.....	.....	1,800	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	160,569
.....	*593	*593	.....	3,725	1,800	*593	9,600	.....	.....	.....	.....	.....	.....	.....	.....	359,201
.....	.....	.....	.....	.....	12,458	.....	5,921	.....	.....	.....	.....	.....	.....	*592 N. Y.	.....	2,475,533
1,716	104	.....	1,170	.....	1,150	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	100,262
.....	.....	.....	.....	.....	.....	.....	550	.....	.....	.....	.....	.....	.....	.....	.....	39,942
406	.....	127	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	98,105
.....	.....	.....	4,094	.....	348	.....	.....	.....	.....	.....	1,300	.....	.....	.....	90,605	11,963
.....	101	65	.....	.....	1,429	.....	465	.....	.....	.....	.....	.....	.....	53 Md.	.....	95,763
71,150	1,600	8,750	.....	.....	663	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	149,446
11,900	.....	111,685	.....	.....	511	300	2,264	.....	.....	.....	.....	.....	.....	.....	.....	234,675
					1,500	.....	500	.....	.....	.....	.....	.....	1,050	.....	.....	170,839
					.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
					.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
12,424	388,822	184,740	.....	19,624	133,991	56,932	26396	49,982	16,760	60,329	20,816	9,272	10,578	219,601	1,037,147	13,130,375
69,023	127,176	166,775	34,824	109,609	74,843	66,213	20605	6,685	5,027	2,144	6,880	399	1,546	351	954,578	14,830,995
57,828	20,441	73,311	122,423	79,651	64,728	4,096	28121	19,794	27,422	3,299	356	3,592	263	4,885	266,471	9,482,148
98,779	15,840	126,627	36,339	3,725	29,986	944	36388	207	.....	.....	1,300	.....	1,050	698	90,605	4,920,262
38,054	552,279	551,453	193,586	212,609	303,548	128,185	111510	76,668	49,209	65,772	29,352	13,263	13,437	225,535	2,348,801	42,363,780

[fol. 1129] GOVERNMENT'S EXHIBIT No. 3

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No. 3

It is hereby stipulated by and between the petitioner and the defendants in the above cause, as follows:

1. That the 1929, 1930 and 1931 bituminous coal production of defendant producers in Appalachian territory and the counties and producing districts in which their mines are located are as shown in Table I attached hereto.

2. That the 1929, 1930 and 1931 bituminous coal production of non-captive mines in Appalachian territory owned by producers who are not defendants herein, the location of said mines and the producing districts in which said mines are located, are as shown in Table II attached hereto.

3. That the 1929, 1930 and 1931 bituminous coal production of captive mines in Appalachian territory, the names of the owners and the location of said mines, are as shown in Table III attached hereto.

4. That Table IV attached hereto shows the markets in which more than 400,000 tons both of Appalachian coal and of other bituminous coal (exclusive of coal from the West Virginia Smokeless Field) were sold or consumed during the year 1929.

[fol. 1130] 5. That the number of shares of common and preferred stock of Appalachian Coals, Inc., subscribed for by defendant producers and their 1931 production in Appalachian territory, as stated in their subscription agreements for Appalachian Coals, Inc., stock; and the average production of defendant producers in Appalachian territory for the years 1923 to 1931, inclusive, and the number of years during which the present rate of such production can be maintained, as stated in their uniform selling agency contracts with Appalachian Coals, Inc., are as shown in Table V attached hereto.

6. That the sub-agents already designated by defendant producers, as stated in the sub-agency contracts between

Appalachian Coals, Inc., and its sub-agents, are as shown in Table VI attached hereto.

7. That the names of the mines of defendant producers in Appalachian territory, the dates said mines were developed and the remaining recoverable tonnage of said mines, as stated in their uniform selling agency contracts with Appalachian Coals, Inc., are as shown in Table VII attached hereto.

8. That of the total bituminous coal delivered by rail or water in 1929, 1930 and 1931 to the cities or groups of cities in Ohio and Michigan mentioned in paragraph "X" of the petition, the per cent thereof represented by Appalachian coal is substantially as stated in paragraph "X" of the petition. In the column entitled, "Total Consumption", applicable to cities in the Michigan lower peninsula, the figure opposite the group of cities designated, "Miscellaneous", should be 16,820,000 instead of 10,820,000.

[fol. 1131] 9. That paragraph "XI" of the petition is correct, with the following exceptions:

In the column entitled, "Tonnage", the figure for the Seaboard Air Line Railroad should be 1,057,380 instead of 1,657,380.

In the column showing the per cent of purchases from defendant producers, the per cent for the Carolina, Clinchfield & Ohio Railroad should be 91 instead of 100.

10. That the terms used in this stipulation shall have the meaning ascribed to them in the petition.

John Lord O'Brian, the Assistant to the Attorney General, Attorney for Petitioner. Horace R. Lamb, Attorney for Defendants.

[fol. 1132]

TABLE I

Production of Defendant Producers in Appalachian Territory

Logan District (W. Va.)

Name of Company	Location of Mine (County)	Production 1929	1930	1931
Amherst Coal Co.	Logan	738,900	564,550	495,550
Clean Eagle Co.	"	92,555	137,346	129,408
Ethel Block Coal Co.	"	.....	.....	171,700
Fort Branch Coal Corp.	"	44,682	63,886	61,410
Gay Coal & Coke Co.	"	225,517	214,557	193,512
Hutchinson Coal Co.	"	886,215	787,025	647,214
Island Creek Coal Co.	"	6,333,971	5,495,849	4,100,558
Long Flame Coal Co.	"	184,700	163,650	154,937
Logan County Coal Corp.	"	1,124,500	704,500	635,850
Logan-Chilton Coal Co.	"	132,439	120,862	101,012
Lorado Coal Mining Co.	"	949,968	1,024,792	686,968
McCall Coal Co.	"	145,176	75,533	63,304
Mallory Coal Co.	"	707,030	635,713	778,455
Merrill Coal Mines, Inc.	"	241,526	188,624	125,852
West Virginia Coal & Coke Corp.	"	2,634,900	2,770,670	2,475,533
Wood Coal Co.	"	197,025	154,758	149,446
Total		14,639,104	13,102,315	10,970,709

Hazard District (Ky.)

Ajax Coal Co.	Perry	86,450	98,601	107,878
Algoma Block Coal Co.	"	184,713	215,663	174,669
Carbon Glow Mines, Inc.	Letcher	367,428	304,655	233,712
Columbus Mining Co.	Perry	669,167	570,694	496,711
Elkhorn & Jellico Coal Co.	Letcher	126,690	126,176	124,066
John P. Gorman Coal Co.	Perry & Letcher	294,368	280,886	170,572
Harvey Coal Corp., Inc.	Perry	379,063	349,700	314,118
Kenmont Coal Co.	"	309,678	254,109	235,380
Marlowe Coal Co.	"	.....	47,275	70,800
Meem-Haskins Coal Corp.	"	304,544	385,952	194,189
Perkins-Bowling Coal Co.	Knott	154,873	109,163	120,415
Sandlick Coal Co.	Letcher	78,216	71,728	80,969
Total		2,955,190	2,814,602	2,323,479

[fol. 1133]

TABLE I—Continued

Harlan District (Ky.)

Name of Company	Location of Mine (County)	Production		
		1929	1930	1931
Bardo Coal Co.	Harlan	189,018	137,491	100,434
Berger Coal Mining Co.	"	71,672	76,916	53,214
Black Mountain Corp.	"	1,018,862	823,920	606,304
Glover Splint Coal Co.	"	299,845	357,490	207,980
Cornett-Lewis Coal Co.	"	261,169	172,227	140,995
Cornett-Lewis Coal Co.	"	217,547	188,469	144,875
Creech Coal Co.	"	447,962	435,008	351,279
Crummies Creek Coal Co.	"	377,250	393,284	252,394
Dixie Darby Coal Co.	"	.....	50,000	37,000
Harlan Fuel Co.	"	575,893	386,923	284,405
Harlan Wallins Coal Corp.	Bell	642,205	663,824	600,683
High Splint Coal Co.	Harlan	350,250	375,577	239,847
Kentucky-Cardinal Coal Corp.	Bell	114,136	104,099	93,083
Mahan Ellison Coal Corp.	Harlan	235,375	199,805	126,942
P. V. & K. Coal Co.	"	83,830	70,318	34,502
Perkins-Harlan Coal Co.	"	211,530	160,620	115,314
Southern Harlan Coal Co.	"	161,281	145,297	95,555
Three Point Coal Co.	"	255,304	282,453	311,899
R. C. Tway Coal Co.	"	253,018	211,694	241,008
Total		5,766,147	5,235,415	4,037,713

Williamson District (Ky. & W. Va.)

Alma Fuel Co.	(W. Va.) Mingo	.....	28,284	37,675
Crystal Block Coal & Coke Co.	"	363,693	264,022	234,259
Crystal Block Mining Co.	"	181,086	161,653	153,699
Glen Alum Coal Co.	"	318,628	269,510	164,446

Grey Eagle Mining Co.	"	28,307	35,142	31,000
Hardy Coal Co.	"	172,000	134,434	57,838
Kenner McCoy Coal Co.	"	98,640	90,165	68,865
Koger Rangeley Coal Co.	McDowell	.....	.....	14,018
Landstreet Downey Coal Co.	Mingo	353,126	343,176	159,763
Little War Creek Coal Co.	McDowell	307,360	255,151	249,685
Merrimac Coal Co.	Mingo	90,480	86,000	84,676
Panther Coal Co.	McDowell	144,626	122,966	108,692
Puritan Coal Corp.	Mingo	573,434	531,913	373,201
Red Jacket Cons. Coal & Coke Co.	"	1,301,033	1,209,826	1,068,822
Red Jacket Jr. Coal Co.	"	551,101	502,816	426,834
Standard Thacker Coal Co.	"	71,155	66,012	37,070
Sycamore Coal Co.	"	330,213	265,918	221,074
Thacker Coal and Coke Co.	"	330,043	199,351	179,732
War Eagle Coal Co.	"	150,702	132,984	77,516
William Ann Coal Co.	"	149,600	108,960	100,262
Winifrede Block Coal Co.	"	111,516	152,995	98,105
[fol. 1134]	(Ky.)			
Allburn Coal Corp.	Pike	111,830	75,146	59,290
Borderland Coal Corp.	"	331,863	246,339	198,380
Earlston Coal Co.	Martin	210,994	210,825	184,492
Leckie Collieries Co.	Pike	250,829	216,792	196,627
Majestic Collieries Co.	"	431,621	358,557	312,232
Marietta Coal Co.	"	28,114	20,482	15,349
Martin County Coal Corp.	Martin	95,046	89,774	58,374
Octavia J. Mining Co.	Pike	316,800	287,750	267,250
Pike Fuel Co.	"	10,383	7,048	5,538
Sudduth Fuel Co.	"	203,781	118,447	96,561
Winco Block Coal Co.	Martin	46,912	45,736	39,942
Total		7,664,925	6,638,174	5,381,267
	Big Sandy-Elkhorn District (Ky.)			
Apex Coal Co.	Letcher	79,977	80,262	72,218
Elkhorn Collieries Corp., Inc.	"	140,922	158,921	177,795
Elkhorn Junior Coal Co.	"	135,000	117,875	108,000

TABLE I—Continued

Name of Company	Location of Mine (County)	Production		
		1929	1930	1931
Elkhorn Coal Corp., Inc.	Floyd	1,764,934	1,734,742	1,028,809
Glogora Coal Co.	"	337,410	334,063	210,487
North East Coal Co.	"	636,350	475,954	298,755
Paragon-Elkhorn Collieries Co.	Johnson	113,398	107,565	108,512
Pike Floyd Coal Co.	Pike	440,552	340,536	299,701
South East Coal Co.	Floyd	510,847	445,262	345,392
Turner Elkhorn Mining Co.	Letcher	225	25,678	55,350
Wells Elkhorn Coal Co.	Floyd	403,139	407,528	359,201
"	"			
Total		4,571,754	4,228,386	3,064,220
	Kanawha District (W. Va.)			
Anchor Coal Co.	Boone	309,875	246,392	193,581
Boone County Coal Corp.	Logan	1,065,840	880,910	868,720
Cabin Creek Cons. Coal Co.	Kanawha	1,465,638	1,205,657	943,101
Carbon Fuel Co.	"	671,281	616,812	639,915
Coalburg Kanawha Coal Mining Co.	"	120,774	143,439	132,605
Colcord Coal Co.	Raleigh	329,511	289,233	265,979
Detroit Mining Co.	Boone	403,013	296,975	157,288
[fol. 1135]				
Dry Branch Coal Co.	Kanawha	82,064	46,174	54,354
Kanawha & Hocking Coal & Coke Co.	Fayette & Kanawha	1,316,221	1,312,533	869,614
Kelly's Creek Collieries Co.	Kanawha	906,126	714,431	594,259
Leevale Collieries, Inc.	Raleigh	17,009	71,050	56,690
Webb Coal Mining Co.	Boone	275,991	217,467	160,569
Winifrede Collieries	Kanawha	.....	.....	11,963
Wyatt Coal Co.	"	590,668	376,957	234,675
Youghiogheny & Ohio Coal Co.	Boone	157,611	158,122	170,839
Total		7,711,622	6,576,152	5,354,152

Southern Appalachian District (Ky. & Tenn.)				
(Ky.)				
Atlas Coal Co.	Bell	61,401	53,868	36,490
Bon Jellico Coal Co.	Whitley	71,040	48,648	36,197
Gatliff Coal Co.	"	267,541	215,435	144,498
Hignite Coal Mining Co.	Bell	93,725	81,199	41,897
Mahan Jellico Coal Co.	Whitley	119,701	92,663	68,821
Premier Coal Co.	Bell	118,889	112,833	100,180
Pruden Coal & Coke Co.	Bell & Claiborne, Tenn.	399,324	309,754	235,361
Southern Mining Co.	Bell	637,378	484,970	324,558
Stearns Coal & Lumber Co.	McCreary	970,084	782,243	583,743
(Tenn.)				
Cambria Coal Co.	Anderson	272,626	259,102	244,266
Clear Fork Coal Co.	Claiborne	218,630	187,791	174,613
Clinchmore Coal Mining Co.	Campbell	.....	120,362	106,645
Coalfield Coal Co.	Morgan	85,469	82,844	68,830
Fork Mountain Coal Co.	Anderson	243,462	222,332	154,908
Moore Coal Co.	"	201,050	179,570	129,800
New Caryville Coal Co.	Campbell	83,969	85,154	62,900
Sagamore Coal Co.	Anderson	23,268	41,289	36,670
Southern Collieries, Inc.	"	.....	.....	65,175
Tennessee Cons. Coal Co.	Grundy	327,865	271,845	238,519
Total		4,195,422	3,631,900	2,854,071
[fol. 1136]	**Virginia District (Va.)**			
Benedict Coal Corp.	Lee	408,572	193,432	391,571
Blackwood Coal & Coke Co.	Wise	678,289	789,019	699,699
Blue Diamond Coal Co.	Lee	2,249,572	2,324,633	2,027,684
Clinchfield Coal Corp.	Wise	1,864,556	1,778,382	1,616,421
Kemmerer Gem Coal Co.	Lee	205,283	214,517	263,927
New Garden Coal Corp.	Russell	.....	22,230	39,254
Norton Coal Co.	Wise	130,225	93,975	59,547

TABLE I—Continued

Name of Company	Location of Mine (County)	Production 1929	1930	1931
Splash Dam Coal Corp.	Dickinson	140,824	180,787	188,441
Steinman Coal Corp.	"	453	40,116	39,767
Stonega Coke & Coal Co.	Wise	3,246,462	2,603,392	2,025,197
Tomlinson Coal Corp.	Lee	41,560	40,267	37,791
Virginia Iron, Coal & Coke Co.	"	1,284,649	969,469	891,098
Wise Coal & Coke Co.	Wise	256,758	186,232	95,763
Total		10,507,203	9,436,451	8,376,160
Grand Total		58,011,367	51,663,395	42,361,771

[fol. 1137]

TABLE II

Non-Captive Non-Member Mines in Appalachian Territory

Logan District

Chafin-Jones-Heatherman	Logan County	278,920	326,920	363,030
H. T. Wilson Coal Co.	" "	127,550	128,810	165,040
Aracoma Fuel Co.	" "	.....	1,300	62,120
R. J. Parsons Coal Co.	" "	.....	6,810	21,130
Utilities Coal Co.	" "	325,910	299,090	197,570
Guyan Eagles Coal Co.	" "	588,490	542,550	539,190
Buffalo-Chilton Coal Co.	" "	48,330	184,880	227,250
Georges Creek Coal Co.	" "	218,680	236,230	266,400
Monitor Coal & Coke Co.	" "	258,400	243,400	202,200
Phico Coal Co.	" "	51,410	48,710	40,900
Black-Eagle Coal Co.	" "	165,840	12,150	71,960
Croatan Coal Co.	" "	.....	.....	85,960
Total		1,863,530	2,030,850	2,242,750

Hazard District

Barwick Coal Co	Barwick, Ky. (Breathitt*)	24,000	20,800	22,100
Black Gold Mining Co	Hazard, Ky	106,150	36,500	112,450
Blue Grass Mining Co	Hazard, Ky	78,000	174,750	170,050
Buchanan Mining Co	Bulan, Ky	.....	1,200	10,150
Carrs Fork Coal Co	Allock and Perrone, Ky	517,350	563,550	586,500
Chavies Coal Co	Chavies, Ky	75,250	43,750	42,850
Crawford Coal Corp	Bonnyman, Ky	104,150	79,450	66,500
Daniel Boone Coal Corp. #9	Lennut, Ky	152,800	129,150	110,600
Dark Fork Coal Co	Darfork, Ky	120,950	111,450	116,000
Davis Collieries Co	Butterfly, Ky	66,700	55,400	70,800
R. T. Davis Coal Co	Jackson, Ky	6,850	13,600	14,300
Dortha Coal Co	Blackey, Ky	70,150	16,550	11,150
East Ky. Coal Co	Cornettsville, Ky	14,450	15,750	13,500
Felix Coal Co	Letcher, Ky	16,000	19,050	19,200
Happy Coal Co	Happy, Ky	82,660	99,260	86,850
[fol. 1138]				
Happy Coal Corp	Scuddy, Ky	67,500	62,800	66,200
Hardy-Burlingham Mining Co	Hardburly, Ky	543,050	289,500	182,200
Hatfield-Campbell Creek Coal Co	Glomawr, Ky	336,250	260,200	269,050
Himyar Coal Co	Domino, Ky	65,100	84,400	79,050
Indian Head C. Co	Bulan, Ky	44,000	53,500	66,100
Ky. Block Coal Mining Co	Blue Diamond, Ky	73,320	83,600	35,600
Knott Coal Corp	Anco, Ky. (Knott*)	85,050	134,300	192,200
K. R. & C. Railroad Mines	Careyton, Ky	6,050	.....	950
Lincoln Coal Co	Napfor, Ky	143,850	117,450	136,700
New Solar Coal Co	Butterfly, Ky	16,650	10,950	17,250
Old King Mining Co	Tribbey, Ky	127,650	103,250	104,000
O. & K. Railroad Mines	Canal City, Ky. (Morgan*)	61,525	44,960	13,690
Pan Handle Coal Co	Jackson, Ky. (Breathitt*)	12,400	11,950	11,050
Raccoon Coal Corp	Vicco, Ky	62,770	54,920	43,950
Rascoe Shackelford Coal Co	Barwick, Ky. (Breathitt*)	5,150	1,400	1,000
Starling Coal Co	Kingscreek, Ky	.....	1,650	18,350
Wizard Coal Co	Pioneer, Ky	122,150	37,950	31,850
Total		3,217,925	2,732,990	2,622,190

* Names appearing in parentheses designate County.

TABLE II—Continued

Harlan District

Name of Company	Location of Mine	Production		
		1929	1930	1931
Black Star Coal Co	Alva, Ky	831,010	714,142	693,358
Harlan Central Coal Co	Totz, Ky	.....	30,700	65,300
Elcomb Coal Co	Elcomb, Ky	33,900	41,850	20,350
Mary Helen Coal Corp	Coalgood, Ky	447,834	279,086	255,260
Oliver Stuart Coal Co	Harlan, Ky	22,000	20,600	11,250
Rex Red Ash Coal Co	Kitts, Ky	32,700	16,450	22,650
Clover Fork Coal Co	Kitts, Ky	267,696	216,142	118,853
Harlan Collieries Co	Brookside, Ky	349,876	341,756	294,938
King Harlan Co	Kildav, Ky	390,753	447,156	367,729
Darby Coal Co	Evarts, Ky	70,300	59,350	42,200
Fairview Coal Co	Evarts, Ky	7,250	1,450	13,750
Benito Mining Co	Shields, Ky	87,750	75,250	42,850
Total		2,541,069	2,243,932	1,948,488

[fol. 1139]

Williamson District

Alma Freeburn Coal Co	McCarr, Ky	76,296	61,936	14,853
Buffalo White Ash Coal Co	Chattaroy, W. Va	28,900	52,663	23,315
Katona Mining Co	East Lynn, W. Va. (Wayne*)	62,910	30,571	81,103
Mohawk Coal Co	Mohawk, W. Va. (McDowell*)	106,632	107,725	70,949
Pearl Coal Co	Bias, W. Va	42,542	48,731	34,328
Tierney Mining Co	Stone, Ky	251,663	223,818	199,591
United Thacker Coal Company	Ragland, W. Va	183,962	114,515	79,770
Total		752,905	639,959	505,909

Big-Sandy-Elkhorn District

Consolidation Coal Company	Van Lear, Ky	2,871,383	2,913,065	2,797,955
Elkhorn Piney Coal Mining Co	Weeksbury, Ky	584,340	481,920	375,550
Standard Elkhorn Coal Co	Garrett, Ky	279,100	293,350	281,390

Elkhorn Coal Co	Wayland, Ky	286,350	252,650	204,400
United Elkhorn Coal Company	Pikeville, Ky	15,080	48,060	87,040
Stephens Elkhorn Coal Corp	Alphoretta, Ky	67,810	89,250	81,040
Autocrat Coal Co	McDowell, Ky	108,810	102,630	58,060
Greenough Coal Co	Hellier, Ky	57,590	26,540	28,510
Low Ash Elkhorn Coal Co	Betsy Lane, Ky	90,070	126,100	26,150
Royal Collieries Company	Offutt, Ky	27,250	36,150	21,420
Total		4,278,975	4,369,715	3,961,515
	Kanawha District			
Black Band Cons. Coal Co	Olcott, W. Va.	128,300	106,250	48,360
Christian Colliery Co	Mahan, W. Va. (Fayette*)	175,110	172,100	196,290
Collieries Company	Prenter, W. Va.	472,489	740,071	456,539
Eureka Coal Co	Montgomery, W. Va. (Fayette*)	94,810	91,040	84,010
Imperial Colliery Company	Burnwell, W. Va	302,720	402,570	305,800
Meister Coal Mining Co	Lico, W. Va	.....	57,450	33,000
Raleigh Wyoming Coal Mining Co	Edwight, W. Va. (Raleigh*)	431,660	453,060	230,430
Riverton Coal Co	Crown Hill, W. Va.	95,910	74,100	39,090
[fol. 1140]				
S. & C. Coal Co	Whitesville, W. Va.	.....	16,060 (3 mos.)	117,990
Spruce River Coal Co	Ramage, W. Va.	291,230	241,270	230,860
Wacomah Fuel Co	Gallagher, W. Va.	48,020	114,600	53,530
Amelia Coal Co	Blakley, W. Va	85,500	51,950	52,350
Blue Creek Coal & Land Co	Blakley, W. Va.	28,300	27,150	41,650
Hatfield Campbell Creek Coal Co	Dana and Plymouth, W. Va. (Putnam*)	1,072,959	872,764	771,853
Hugheston Gas Coal Co	Hugheston, W. Va	35,481	188,557	211,302
Nicklett Coal Co	Snow Hill, W. Va.	2,085	1,420	4,945
New Export Coal Co	Cinco, W. Va	270,870	230,550	65,330
Raymond City Coal Co	Raymond City, W. Va	217,253	206,700	175,527
Total		3,770,737	4,047,662	3,118,856

* Names appearing in parentheses designate County.

TABLE II—Continued

Name of Company	Location of Mine	Production 1929	1930	1931
Southern Appalachian Territory				
Barren Fork C. Co	Barren Fork, Ky	40,374	65,108	76,567
Belva St. Ck. C. Co	Four Mile, Ky	83,875	44,959	94,100
Block C. & C. Co	Block and Turley, Tenn	158,405	146,847	117,400
Cleage-Wills C. Co	Jellico, Tenn	40,200	70,116	68,550
Coleman Mining Co	Cary, Ky	47,520	41,651	25,789
Diamond Coal Mng. Company	Petros, Tenn	96,105	105,081	108,216
Fork Ridge Coal & Coke Co	Fork Ridge, Tenn	274,105	250,538	193,681
Gunn Coal Co	Logmont, Ky	45,085	46,350	41,916
Liberty C. & C. Co	Straight Creek, Ky	109,757	80,862	54,751
New Castro C. Mng. Co	Straight Creek, Ky	19,700	18,000	14,134
New Jellico C. Co	Morley, Tenn	7,839	112,052	148,007
Pioneer Coal Co	Kettle Island, Ky	280,029	224,226	234,765
Rich Mtn. C. Co	Habersham, Tenn	47,640	46,550	39,600
Straight Creek Coal, Inc	Straight Creek, Ky	.....	.....	79,417
Sun Coal Co	Caryville, Tenn	88,107	107,095	92,911
Tennessee Jellico Coal Co	Anthras, Tenn	99,147	130,000	116,718
Windrock C. & C. Co	Windrock, Tenn	128,588	221,110	96,357
Wooldridge C. Co	Wooldridge, Tenn	49,251	46,453	29,550
Zecchini, Thos. Blue Gem Coal Co	Newcomb, Tenn	33,089	30,287	28,000
Total		1,648,816	1,785,285	1,660,429
[fol. 1141] **Virginia District**				
Blue Gem Coal Co	St. Charles, Va	12,432	13,400	7,150
Banner Fuel Corp	Coeburn, Va	40,004	46,005	50,763
Creed F. Jones Coal Co	Pine, Va	6,839	12,000	9,400
Christie Coal Co	Esserville, Va	43,043	30,616	21,649
Candlewax Smokeless Coal	Candlewax, Va	47,615	62,995	60,959
Dixie Splint Coal Co	Clinchfield, Va	33,002	49,012	52,736
Excelsior Red Ash Coal Co	Raven, Va. (Tazewell*)	21,501	29,041	18,528

Robt. Fleming & Co. Inc	Banner, Va	108,044	89,232	59,956
Hawthorne Coal Corp	Norton, Va	20,209	25,651	10,527
Laurel Red Ash Coal Co	Richlands, Va. (Tazewell*)	30,459	6,495	6,114
Millard-Blair Coal Co	Praize, Ky	1,700	1,450	5,900
Osborne Fuel Co	Tacoma, Va	506	6,500	5,363
Premier Red Ash Coal Corp	Red Ash, Va. (Tazewell*)	186,769	158,137	110,349
Raven Red Ash Coal Co	Red Ash, Va. (Tazewell*)	202,625	149,202	160,648
Swords Creek Mining Co	Swords Creek, Va	71,791	71,926	58,963
Splashdam Smokeless Coal Co	Bartlick, Va	39,104	55,398	57,377
Stonegap Colliery Co	Glemorgan, Va	148,486	150,001	110,646
United Collieries, Inc	St. Charles, Va	233,463	69,356	66,972
Virginia Lee Co., Inc	St. Charles, Va	93,713	88,767	83,390
Newtown Coal Co	Keokee, Va	15,840	14,650	12,900
Miscellaneous		538,473	652,023	395,061
Total		1,895,618	1,781,857	1,565,351
Grand Total		19,969,575	19,632,250	17,623,488
Mines not now operating		572,266	293,854	198,719
Total		20,541,841	19,926,104	17,822,207

[fol. 1142]

TABLE III

Captive Mines in Appalachian Territory

Location of Mines by Counties

American Eagle Colliery	Raleigh, W. Va	405,640	407,340	369,620
American Rolling Mill Co	Boone, W. Va	403,650	313,760	284,680
Black Betsy Cons. Coal Co	Fayette, W. Va	499,950	548,130	908,960
Cannelton Coal & Coke Co	Fayette and Kanawha, W. Va	727,375	471,720	359,800
Chesapeake & Ohio Fuel Operations	Raleigh, W. Va	719,640	597,950	404,960
Consumers Mining Co	Pike, Ky	487,595	367,135	144,019
Electro Metallurgical Co	Fayette, W. Va	206,690	118,440	120,678

* Names appearing in parentheses designate County.

TABLE III—Continued

Name of Company	Location of Mines by Counties	Production		
		1929	1930	1931
Elkhorn Piney Coal Mining Co	Fayette, W. Va	613,490	766,140	974,240
	Boone, W. Va	320,910	395,410	465,820
	Floyd, Ky	439,786	474,630	375,550
	Harlan, Ky	434,991	315,103	187,339
Fordson Coal Co	Harlan, Ky	484,735	260,988	.....
	Pike, Ky	2,216,861	1,739,252	1,400,974
King-Harlan Co	Harlan, Ky	392,668	449,056	367,729
Kingston-Pocahontas Coal Co	Fayette, W. Va	830,810	650,890	597,650
Milburn By-Products Coal Co	Fayette, W. Va	268,370	197,050	318,860
N. & W. Railway (Fuel Dept.)	Mingo, W. Va	773,952	611,942	489,988
	Pike, Ky	676,691	605,385	444,539
State of Tennessee	Morgan, Tenn	174,863	169,785	201,329
United States Coal & Coke Co	Harlan, Ky	2,491,648	2,619,055	1,650,750
Utilities Coal Corp	Harlan, Ky	302,198	321,009	299,615
Wisconsin Steel Co	Harlan, Ky	695,198	543,469	323,800
Youngstown Mines Corporation	Logan, W. Va	604,360	519,010	265,911
Utilities Elkhorn Coal Co	Floyd and Pike, Ky	693,210	765,820	662,270
Inland Steel Co	Floyd, Ky	589,720	603,960	556,380
Total		16,455,001	14,832,929	12,175,461

(Here follows Table IV, side folio 1143.)

[fol. 1143]

TABL

Markets Where Appalachian Coal and Other Bitum

Producing Districts*	Ohio	Illinois & Indiana	Lake Port
Appalachian Territory***	15,941,414	15,763,915	17,172,44
Central Pennsylvania	.....	.....	.....
Western Pennsylvania	13,155,930	.....	8,117,87
Indiana	.....	10,225,249	.....
Illinois	.....	23,832,817	.....
Northern West Virginia	2,532,393	.....	1,510,43
Ohio and West Virginia Panhandle	8,475,789	.....	4,549,82
Alabama	.....	.....	.....
Western Kentucky	.....	2,726,101	.....
Somerset-Meyersdale, Cumberland, Piedmont	.....	.....	.....
Michigan	.....	.....	.....
Georgia	.....	.....	.....

* All east of Mississippi River except West Virginia Smokeless Field.

** Including Lake Port and Tidewater deliveries. Receipts shown only when in excess of
lachian Territory and 400,000 tons or more from any other producing district listed herein.

*** Kanawha, Logan, Kenova-Thacker, N. E. Ky., McRoberts, Hazard, S. E. Ky., Harla

TABLE IV

and Other Bituminous Coal are Sold in Substantial Quantities—1929

	Consuming States**							
s & na	Lake Ports	Tidewater	Iowa	Georgia	Kentucky	Tennessee	West Virginia	Michigan
915	17,172,446	4,574,970	1,621,689	2,541,533	2,782,026	3,228,952	978,769	14,522,291
...	.....	5,070,526	.....	.....	.....	.....	.....	.....
...	8,117,874	1,516,355	.....	.....	.....	.....	.....	.....
249	.....	.....	483,502	.....	.....	.....	1,497,424	.....
817	.....	.....	2,815,630	.....	.....	.....	.....	.....
...	1,510,431	2,168,568	.....	.....	.....	.....	.....	.....
...	4,549,621	.....	.....	.....	.....	.....	885,042	.....
...	.....	723,505	.....	459,463	.....	.....	.....	750,581
101	.....	.....	941,391	.....	1,147,027	2,129,650	.....	.....
...	.....	4,375,053	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....

when in excess of 400,000 tons. Includes all "Consuming States" which received 400,000 tons or more from Appa-
ted herein.
S. E. Ky., Harlan-Benham-Tenn., Virginia.

TABLE III—Continued

Production

[fol. 1144]

TABLE V

	Subscription Common Shares	Subscription Preferred Shares	Production in 1931, Tons[1]	Average annual production, 1923-1931, inclusive, Tons[2]	Period during which present rate of production can be maintained—Years[2]
1 Ajax Coal Company	1	14	109,810	99,000	20
2 Algoma Block Coal Co	2	19	155,393	165,393	25
3 Allburn Coal Corporation	1	8	74,238	101,000	100
4 The Alma Fuel Co	1	4	37,675	50,000	15
5 Amherst Coal Company	5	62	495,951	723,000	80
6 Anchor Coal Company	2	24	193,587.40	268,524.40	15
7 Apex Coal Company, Inc	1	6	44,640	57,638	3
8 Atlas Coal Company	1	4	34,193	205,047	25
9 Bardo Coal Mining Co	1	13	100,489	132,991	20
10 Benedict Coal Corporation	4	49	389,954	472,000	60
11 Berger Coal Mining Co., Inc	1	7	53,914	68,968	10
12 The Black Mountain Corp	8	...	607,937	.....	...
13 Blackwood Coal & Coke Co	7	88	702,330.94	626,544.76	40
14 Blue Diamond Coal Co	20	255	2,037,356	.....	...
15 Bon Jellico Coal Co	1	5	36,398	68,723	20
16 Boone County Coal Corporation	10	...	850,125	901,175	...
17 Borderland Coal Corporation	2	24	193,149.40	331,000	20
18 Cabin Creek Consolidated Coal Co	9	117	933,245	1,103,866	35
19 Cambria Coal Co	3	33	276,000	261,000	60
20 The Carbon Fuel Company	6	79	629,184	700,000	200
21 Carbon Glow Mines, Inc	2	29	233,711	271,465	1
22 Clean Eagle Coal Company	1	15	126,960	112,829	50
23 Clear Fork Coal Co., Inc	2	21	167,403	243,442	15
24 Clinchfield Coal Corporation	16	202	1,619,626	1,901,555	20
25 Clinchmore Coal Mining Co	1	13	107,290	114,392	30
26 Clover Splint Coal Co., Inc	2	26	207,980	273,852[3]	48
27 Coalburgh Kanawha Mining Co	1	17	135,979	95,000	25

[1] Page 1, Subscription Agreement.
[2] Page 3, Agency Agreement.
[3] From July, 1928.

TABLE V—Continued

	Subscription Common Shares	Subscription Preferred Shares	Production in 1931, Tons[1]	Average annual production, 1923-1931, inclusive, Tons[2]	Period during which present rate of production can be maintained—Years[2]
28 Coalfield Coal Co	2	8	78,000	85,000	50
29 Colcord Coal Company	3	...	265,988	.....	...
30 Columbus Mining Co	5	60	484,500	529,410	...
31 Cornett Lewis Coal Co	1	17	139,885	.....	...
32 Cornett-Lewis Coal Co	1	18	140,056	205,000	15
33 Creech Coal Co., Inc	3	43	348,027	348,027	...
34 Crummies Creek Coal Co., Inc	3	32	252,394	.....	...
35 Crystal Block Coal & Coke Company	2	29	234,050	381,981	29
[fol. 1145]					
36 Crystal Block Mining Company	2	19	153,710	191,514	7
37 Detroit Mining Co	2	19	156,828	350,000	30
38 Dixie Darby Coal Co	1	4	30,000	30,000	60
39 Dry Branch Coal Company	1	6	46,681	58,685	50
40 Earlston Coal Company	2	23	185,000	.....	...
41 Elkhorn Coal Corporation Inc	10	128	1,028,818	1,405,895	60
42 The Elkhorn Collieries Corp	2	22	177,540	200,000	25
43 Elkhorn & Jellico Coal Co	1	17	136,066	132,000	...
44 Elkhorn Junior Coal Co	1	13	108,000	125,000	8
45 Ethel Block Coal Co	2	21	171,720	200,000	65
46 Fork Mountain Coal Company	2	19	153,307	192,285.30	40
47 Fort Branch Coal Corporation	1	7	61,417	60,000	25
48 The Gay Coal & Coke Co	2	24	193,279	206,502	63
49 Gatliff Coal Company	1	17	140,685	253,861	33
50 Glen Alum Coal Co	2	21	162,646	303,470	20
51 Glogora Coal Company	3	32	257,802	294,750	100
52 John P. Gorman Coal Co	2	15	174,050	174,050	...
53 Grey Eagle Mining Company	1	4	31,000	30,000	20
54 Harlan Fuel Company	3	37	294,431	342,257	40
55 Harlan-Wallins Coal Corporation	5	60	490,402.10	300,000	25
56 Hardy Coal Co	1	7	56,856	280,785	15

57 Harvey Coal Corporation	3	37½	314,007	303,732	25
58 High Splint Coal Co.	2	30	238,005	275,933	53
59 Hignite Coal Company	1	5	40,756	3,800	50
60 Hutchinson Coal Co	7	81	651,360	740,000[2]	43
61 Island Creek Coal Company	43	541	4,329,022	6,500,000	26
62 Kanawha & Hocking Coal & Coke Co	9	107	857,770	.....	...
63 Kelly Creek Collieries Co	8	100	594,206	800,000	50
64 Kemmerer Gem Coal Co., Inc	1	17	133,338	167,000	60
65 The Kenmont Coal Company	2	30	236,247	285,516	...
66 Kentucky Cardinal Coal Corp	1	12	92,554	112,215	30
67 Koger Rangeley Coal Co	1	3	23,500	50,000	4
68 Landstreet Downey Coal Co	2	20	159,086	350,000	35
69 Leckie Collieries Co	2	24	191,694	249,330	40
70 Leevale Collieries, Inc	1	7	56,791	63,452[3]	4
[fol. 1146]					
71 Little War Creek Coal Company	2	31	247,680	.....	...
72 Logan Chilton Coal Co	1	13	101,600	121,400	56
73 Logan County Coal Corporation	6	78	626,344	763,000	100
74 Long Flame Coal Co	2	19	154,265	115,595	20
75 The Lorado Coal Mining Co	7	88	661,948.60	915,305	30
76 Mahan Ellison Coal Corp	1	16	125,591.15	179,650.16	24
77 Mahan Jellico Coal Company	1	8	67,140.70	121,166.72	10
78 Majestic Collieries Co	3	39	312,233	331,991	40
79 Mallory Coal Company	8	97	781,321	848,000	32
80 Marietta Coal Co	1	2	15,349	30,000	5
81 Marlowe Coal Co	1	9	69,500	69,500	50
82 Martin County Coal Corp	1	7	58,374	400,000	20
83 McCall Coal Co	1	8	65,693	130,212	15 to 20
84 Kenner McCoy Coal Co	1	7	63,196	50,000	30
85 Meem-Haskins Coal Corp	2	24	194,189	137,359	39
86 Merrill Coal Mines, Inc	1	15	127,940	220,458	90
87 The Merrimac Coal Co	1	11	84,676	85,000	20
88 Moore Coal Co	1	16	130,802	205,824	15

[1] Page 1, Subscription Agreement.
[2] Page 3, Agency Agreement.
[3] 1926 to 1931.

TABLE V—Continued

		Subscription Shares				
		Common	Preferred	Production in 1931 Tons[1]	Average annual production, 1923-1931, inclusive, Tons[2]	Period during which present rate of production can be maintained—Years[3]
89	New Caryville Coal Co	1	8	62,575	78,645	47
90	New Garden Coal Corporation	1	5	39,754	48,000	10
91	North East Coal Corporation	3	37	296,824	463,057	10
92	Norton Coal Company, Inc	1	7	59,549	134,442	47
93	Octavia J. Mining Co	3	33	.....	300,000	25
94	The P. V. & K. Coal Co	1	4	34,887	.....	...
95	Panther Coal Company	1	14	107,987	124,502	70
96	Paragon-Elkhorn Collieries Co., Inc	1	13	108,512	.....	...
97	Perkins Bowling Coal Corporation	1	14	14,635	128,517	30
98	Perkins Harlan Coal Co	1	14	114,751	.....	...
99	Pike Floyd Coal Co	3	38	301,293	434,337	4
100	Pike Fuel Company	1	1	4,385	8,785	10
101	Premier Coal Co	1	12	100,680	81,087	50
102	Pruden Coal and Coke Co	2	29	233,460	375,056	30
103	Puritan Coal Corporation	3	43	345,774	450,000	65
104	Red Jacket Consolidated Coal & Coke Co. Inc.	11	134	1,069,540	1,016,459	22
105	Red Jacket Jr. Coal Company	4	54	429,320	340,416	70
106	Sagamore Coal Co	1	5	37,300	50,000	20
107	Sandlick Coal Co	1	13	94,505	100,000	10
108	South East Coal Co	3	42	338,535	462,422	22
109	Southern Collieries, Inc	1	12	64,400.45	64,400.45[3]	30
110	Southern Harlan Coal Company	1	12	95,718	116,950.50[4]	...
111	Southern Mining Co	3	40	323,077	488,815	15
[fol. 1147]						
112	Splash Dam Coal Corporation	2	23	188,442	129,803	20
113	Standard Thacker Coal Co	1	4½	36,000	59,045	5
114	Stearns Coal & Lumber Company	6	73	583,743	.....	...
115	Steinman Coal Corporation	1	5	40,086	73,087	45
116	Stonega Coke & Coal Co	20	253	2,025,197	2,856,566	80
117	Sudduth Fuel Company	1	10	80,573	54,892	...

118 Sycamore Coal Company	2	28	227,449	286,000	38
119 Tennessee Consolidated Coal Company	2	32	240,000	.....	...
120 Thacker Coal and Coke Co	2	22	178,103	267,830	20
121 Three Point Coal Co	3	39	313,026.75	179,604	21
122 Tomlinson Coal Corporation	1	5	38,590	36,000	100
123 Turner Elkhorn Mining Co	1	7	54,000	100,000	100
124 R. C. Tway Coal Co	2	30	238,451	224,850	12
125 Virginia Iron, Coal and Coke Co	9	112	893,389	1,461,465	151.3
126 War Eagle Coal Company	1	9	77,199.05	150,000	...
127 Webb Coal Mining Co	2	21	162,332	200,000	15
128 Wells Elkhorn Coal Co	4	44	375,000	400,000	20
129 West Virginia Coal and Coke Corp	25	309	2,475,533	.....	...
130 William Ann Coal Co	1	12	99,111.10	150,017.32	30
131 Winco Block Coal Company	1	5	39,325	61,093	40
132 Winifrede Block Coal Co	1	15	99,567	100,000	8
133 Winifrede Collieries	1	2	15,000	.....	30
134 The Wise Coal and Coke Company	1	12	94,804	318,601	150
135 Wood Coal Company	1	19	149,600	146,459	30
136 Wyatt Coal Company	2	29	235,540	454,390	60
137 The Youghiogheny and Ohio Coal Co	2	24	194,737	193,678	2

[1] Page 1, Subscription Agreement.
[2] Page 3, Agency Agreement.
[3] From May, 1931.
[4] Started 1925.

[fol. 1148]

TABLE VI.

Sales Subagents Designated by Each Defendant in Exhibit C to Contract with Appalachian Coals, Inc., page 11

	Defendant	Subagent
1	Ajax Coal Company	West Crescent Fuel Co.
2	Algoma Block Coal Co.	
3	Allburn Coal Corporation	Leckie Coal Co.
4	The Alma Fuel Co.	
5	Amherst Coal Company	
6	Anchor Coal Company	
7	Apex Coal Company, Inc.	Central Fuel Corporation
8	Atlas Coal Company	
9	Bardo Coal Mining Co.	
10	Benedict Coal Corporation	
11	Berger Coal Mining Co., Inc.	Holmes Darst Coal Co.
12	The Black Mountain Corp.	
13	Blackwood Coal & Coke Co.	
14	Blue Diamond Coal Co.	Blue Diamond Coal Sales Co.
15	Bon Jellico Coal Co.	
16	Boone County Coal Corporation	Boone County Coal Corp.
17	Borderland Coal Corporation	Leckie Coal Company
18	Cabin Creek Consolidated Coal Co.	
19	Cambria Coal Co.	
20	The Carbon Fuel Company	Carbon Fuel Co.
21	Carbon Glow Mines, Inc.	Central Fuel Corporation
22	Clean Eagle Coal Company	
23	Clear Fork Coal Co., Inc.	Clear Fork Coal Sales Agency
24	Clinchfield Coal Corporation	Clinchfield Fuel Co.
25	Clinchmore Coal Mining Co.	
26	Clover Splint Coal Co., Inc.	
27	Coalburgh Kanawha Mining Co.	Logan & Kanawha Coal Co.
28	Coalfield Coal Co.	
29	Colcord Coal Company	
30	Columbus Mining Co.	
31	Cornett Lewis Coal Co.	
32	Cornett-Lewis Coal Co.	
33	Creech Coal Co., Inc.	
34	Crummies Creek Coal Co., Inc.	
35	Crystal Block Coal & Coke Company	Cleveland-Cliffs Iron Co.
36	Crystal Block Mining Company	Cleveland-Cliffs Iron Co.
37	Detroit Mining Co.	
38	Dixie Darby Coal Co.	
39	Dry Branch Coal Company	
40	Earlston Coal Company	
41	Elkhorn Coal Corporation, Inc.	
42	The Elkhorn Collieries Corp.	
43	Elkhorn & Jellico Coal Co.	
44	Elkhorn Junior Coal Co.	
45	Ethel Block Coal Co.	
46	Fork Mountain Coal Company	
47	Fort Branch Coal Corporation	
48	The Gay Coal & Coke Co.	H. S. Gay Jr.
49	Gatliff Coal Company	Southern Coal & Coke Co.
50	Glen Alum Coal Co.	
51	Glogora Coal Company	Middle West Coal Co.
52	John P. Gorman Coal Co.	
53	Grey Eagle Mining Company	Dickinson Fuel Co.
54	Harlan Fuel Company	
55	Harlan-Wallins Coal Corporation	
56	Hardy Coal Co.	

[fol. 1149] Sales Subagents Designated by each Defendant in Exhibit C to Contract with Appalachian Coals, Inc., page 11

	Defendant	Subagent
57	Harvey Coal Corporation	Holmes Darst Coal Co.
58	High Splint Coal Co.	Southern Coal & Coke Co.
59	Hignite Coal Company	
60	Hutchinson Coal Co.	Hutchinson Coal Sales, Inc.
61	Island Creek Coal Company	
62	Kanawha & Hocking Coal & Coke Co.	
63	Kelly Creek Collieries Co.	
64	Kemmerer Gem Coal Co., Inc.	
65	The Kenmont Coal Company	The Elmer Miller Coal Co.
66	Kentucky Cardinal Coal Corp.	The S. J. Patterson Company
67	Koger Rangeley Coal Co.	
68	Landstreet Downey Coal Co.	
69	Leckie Collieries Co.	
70	Leevale Collieries, Inc.	Dickinson Fuel Co.
71	Little War Creek Coal Company	Smokeless Fuel Co.
72	Logan Chilton Coal Co.	
73	Logan County Coal Corporation	
74	Long Flame Coal Co.	
75	The Lorado Coal Mining Co.	The Lorain Coal & Dock Co.
76	Mahan Ellison Coal Corp.	Southern Coal & Coke Co.
77	Mahan Jellico Coal Company	Southern Coal & Coke Co.
78	Majestic Collieries Co.	
79	Mallory Coal Company	
80	Mariette Coal Co.	
81	Marlowe Coal Co.	
82	Martin County Coal Corp.	
83	McCall Coal Co.	
84	Kenner McCoy Coal Co.	
85	Meem-Haskins Coal Corp.	Central Fuel Corp.
86	Merrill Coal Mines, Inc.	
87	The Merrimac Coal Co.	
88	Moore Coal Co.	
89	New Caryville Coal Co.	
90	New Garden Coal Corporation	
91	North East Coal Company	Middle West Coal Co.
92	Norton Coal Company, Inc.	
93	Octavia J. Mining Co.	
94	The P V & K Coal Co.	
95	Panther Coal Company	
96	Paragon-Elkhorn Collieries Co., Inc.	
97	Perkins Bowling Coal Corporation	
98	Perkins-Harlan Coal Co.	
99	Pike Floyd Coal Co.	Pittsburgh Coal Co.
100	Pike Fuel Company	
101	Premier Coal Co.	
102	Pruden Coal and Coke Co.	
103	Puritan Coal Corporation	
104	Red Jacket Consolidated Coal & Coke Co., Inc.	Red Jacket Coal Co.
105	Red Jacket Jr. Coal Company	Red Jacket Coal Co.
106	Sagamore Coal Co.	
107	Sandlick Coal Co.	
108	South East Coal Co.	Middle West Coal Co.
109	Southern Collieries, Inc.	Southern Coal & Coke Co.
110	Southern Harlan Coal Company	Southern Coal & Coke Co.

[fol. 1150] Sales Subagents Designated by each Defendant in Exhibit C to Contract with Appalachian Coals, Inc., page 11

	Defendant	Subagent
111	Southern Mining Co.	
112	Splash Dam Coal Corporation	
113	Standard Thacker Coal Co.	Imperial Coal Sales Agency
114	Stearns Coal & Lumber Company	Stearns Coal Sales Co.
115	Steinman Coal Corporation	
116	Stonega Coke & Coal Co.	General Coal Co.
117	Sudduth Fuel Company	Dickinson Fuel Co.
118	Sycamore Coal Company.	
119	Tennessee Consolidated Coal Company	
120	Thacker Coal and Coke Co.	
121	Three Point Coal Co.	
122	Tomlinson Coal Corporation	
123	Turner Elkhorn Mining Co.	
124	R. C. Tway Coal Co.	
125	Virginia Iron, Coal and Coke Co.	
126	War Eagle Coal Company	
127	Webb Coal Mining Co.	The Webb Fuel Co.
128	Wells Elkhorn Coal Co.	
129	West Virginia Coal and Coke Corp.	
130	William Ann Coal Co.	
131	Winco Block Coal Company	
132	Winifrede Block Coal Co.	Brown Ward Co.
133	Winifrede Collieries	
134	The Wise Coal and Coke Company	
135	Wood Coal Company	
136	Wyatt Coal Company	Wyatt Coal Sales Co.
137	The Youghiogheny and Ohio Coal Co.	

TABLE VII

		Name of mine[1]	Date mine developed[1]	Remaining recoverable tonnage, tons[1]
1	Ajax Coal Company	5a	1929	2,000,000
2	Algoma Block Coal Co	Algoma Block Coal Co	1914	8,500,000
3	Allburn Coal Corporation	Allburn	1913	12,564,000
4	The Alma Fuel Co	Alma	1918	750,000
5	Amherst Coal Company	Amherst No. 1	1912	11,730,100
		Amherst No. 2	1912	20,920,000
		Amherst No. 3	1911	29,007,316
6	Anchor Coal Company	Anchor #1	1912	3,000,000
		Anchor #2	1924	400,000
		Anchor #3	1931	500,000
7	Apex Coal Company, Inc	Apex Coal Company Inc	1921	136,464
8	Atlas Coal Company	Atlas	1927	2,000,000
9	Bardo Coal Mining Co	Bardo	1915	4,000,000
10	Benedict Coal Corporation	Benedict #7	1926	9,000,000
		Vriglow #12	1929	11,248,000
		Red Top #10	1926	8,000,000
11	Berger Coal Mining Co., Inc	Berger #1—Harlan Seam	1918	2,500,000
		Berger #2	[2]	2,800,000
12	The Black Mountain Corp	The Black Mountain Corp., No. 30	1917	32,000,000
		The Black Mountain Corp., No. 31	1926	33,000,000
13	Blackwood Coal & Coke Co	Pardee	1913	39,549,220
		Calvin	1925–26	23,261,379
14	Blue Diamond Coal Co	Blue Diamond #1, 2 & 3	....	.....
15	Bon Jellico Coal Co	Bon Jellico	1911	1,500,000
16	Boone County Coal Corporation	Mine #2	1917–1932	25,000,000
		Mine #12	1913–1931	5,000,000
17	Borderland Coal Corporation	Borderland	1904	6,000,000
18	Cabin Creek Consolidated Coal Co	Raccoon #2	1910	11,600,000
		Rose	1908	1,700,000
		Acme #2	1920	3,570,000
		United #2	1908	8,500,000

[1] Page 9, Agency Agreement.
[2] In course of development.

TABLE VII—(Continued)

	Name of mine[1]	Date mine developed[1]	Remaining recoverable tonnage, tons[1]
19 Cambria Coal Co	Cross Mountain	1894	.....
	Royal Mine	1928 [3]	.....
	Tennessee	1892 [4]	.....
20 The Carbon Fuel Company	#1	1912	61,000,000
	#2	1903	11,400,000
	#3	1906	9,250,000
	#5	1913	10,000,000
	#6	1915	36,000,000
	#7	1908	500,000
	#9	1930	48,000,000
	#10	1925	10,000,000
	#11	1908	3,000,000
[fol. 1152]			
21 Carbon Glow Mines, Inc	Carbon Glow	1920	10,815,000 [2]
22 Clean Eagle Coal Company	Clean Eagle	1917	
23 Clear Fork Coal Co., Inc	Clear Fork Coal Co	1906	2 to 3 million
24 Clinchfield Coal Corporation	Cranes Nest	unknown	.....
	Dante 2 & 5	1906	.....
	Dante #3	1906	4,000,000
	Dante #52	1912	.....
	Clinchco #7	1917	9,000,000
	Clinchco #9	1922	14,000,000
25 Clinchmore Coal Mining Co	Clinchmore	1929	5,500,000
26 Clover Splint Coal Co., Inc	Clover Splint	1928	13,125,000
27 Coalburgh Kanawha Mining Co	A. & B. mines	1857	3,000,000
28 Coalfield Coal Co	Coalfield #2	1902	3,800,000
29 Colcord Coal Company	Dorothy	1917	6,550,000
	Hernsham	1930–31	4,558,000
30 Columbus Mining Co	No. 3 Mine	1912	1,101,605
	No. 4 Mine	1916	8,123,480
	No. 5 Mine	1918	4,158,152
	No. 6 Mine	1921	691,061
	No. 10 Mine	1927	4,494,000

31	Cornett Lewis Coal Co		....	.....
32	Cornett-Lewis Coal Co	Louellen	1921	3,000,000
33	Creech Coal Co., Inc		....	.....
34	Crummies Creek Coal Co., Inc	Crummies #1	1922	8,715,000
35	Crystal Block Coal & Coke Company	Rawl No. 1	1911	800,000
		Radio No. 4	1924	8,000,000
36	Crystal Block Mining Company	Lobata-Gates	1916	1,500,000
37	Detroit Mining Co	Gordon	1926	12,000,000
38	Dixie Darby Coal Co	Dixie Darby Coal Co	1928	2,000,000
39	Dry Branch Coal Company	Dry Branch	1901	5,000,000
40	Earlston Coal Company		....	.....
41	Elkhorn Coal Corporation, Inc	1 to 7 inclusive	1913	19,188,000
		27 to 31 inclusive	1914	40,905,000
42	The Elkhorn Collieries Corp	#1 and #2	1919	5,000,000
43	Elkhorn & Jellico Coal Co	Walram	1919	.....
44	Elkhorn Junior Coal Co	Elkhorn Junior Coal Co	1918	1,000,000
45	Ethel Block Coal Co	Ethel #2	....	13,000,000
46	Fork Mountain Coal Company	Dean	1923	[5]
		Pee Wee	1925	[5]
47	Fort Branch Coal Corporation	Fort Branch	1905	1,500,000
		Red Campbell	.....	.....
48	The Gay Coal & Coke Co	Gay #1—Island Creek Seam	1904	2,200,000
		#2—Eagle Seam	1930	5,500,000
49	Gatliff Coal Company	Gatliff Mine	1908	8,571,697
50	Glen Alum Coal Co	#1	1901	6,538,000
		#2	1912	.....
51	Glogora Coal Company	Glo	1920	12,000,000
		Stickney	1921	2,400,000
		Blue Pennant	1930	6,000,000

[1] Page 9, Agency Agreement.
[2] 500,000 in lease—5,000,000 tons available on adjacent territory.
[3] 2,300 acres.
[4] Will exhaust in 1935.
[5] 12,000,000—2 mines.

TABLE VII—(Continued)

[fol. 1153]

	Name of mine[1]	Date mine developed[1]	Remaining recoverable tonnage, tons[1]
52 John P. Gorman Coal Co	Fourseam	....	.....[2]
	Klenco	....	.....[3]
53 Grey Eagle Mining Company	Grey Eagle	1905	2,000,000
54 Harlan Fuel Company	Harlan Fuel Co	1926	.....
55 Harlan-Wallins Coal Corporation	Bear Branch	1915	2,000,000
	Marathon	1929	10,000,000
56 Hardy Coal Co	Hardy	1923	5,000,000
57 Harvey Coal Corporation	Harveyton Mine	1915	7,500,000
58 High Splint Coal Co	High Splint Mine	1918	14,500,321
59 Hignite Coal Company	Hignite	1931	.....[4]
60 Hutchinson Coal Co	MacBeth	1926	20,000,000
	Dabney	1926	5,000,000
	Argyle #1	1926	5,000,000
61 Island Creek Coal Company	1	1905	13,100,000
	7	1910	8,800,000
	8	1910	12,350,000
	11	1915	950,000
	12	1915	6,700,000
	14	1920	19,700,000
	15	1920	4,400,000
	16	1920	11,100,000
	17	1920	950,000
	20	1923	28,500,000
	21	1923	22,500,000
	22	1928	42,200,000
62 Kanawha & Hocking Coal & Coke Co	114—Longacre	1897	17,000,000
	109—Big Boy	1928	4,000,000
63 Kelly Creek Collieries Co	Kelly Creek Collieries Co	1903	40,000,000
64 Kemmerer Gem Coal Co., Inc	#1 Colliery	1923	300,000
	#2 Colliery	1923	3,250,000
	#3 Colliery	1907	3,250,000
65 The Kenmont Coal Company	Kenmont	1917	.....
66 Kentucky Cardinal Coal Corp	Cardinal	1919	3,000,000

67	Koger Rangeley Coal Co	Krall-Lutz	1921	200,000
68	Landstreet Downey Coal Co	Landstreet Downey #1	1922	12,800,000
69	Leckie Collieries Co	Pond Creek	1914	10,345,315
		Winifrede	1922	100,000
70	Leevale Collieries, Inc	Leevale	1929	500,000
71	Little War Creek Coal Company	Litwar	1921	4,500,000
72	Logan Chilton Coal Co	Rita	1926	6,833,700
73	Logan County Coal Corporation	Lundale	1912	60,750,000
		MacGregor	1912	92,250,000
		Orville	1916	45,000,000
74	Long Flame Coal Co	Long Flame Coal Co	1912	5,000,000
75	The Lorado Coal Mining Co	Lorado 1	1915	10,000,000
		Lorado 2	1916	15,000,000
[fol. 1154]				
76	Mahan Ellison Coal Corp	Harlan	1922	2,595,998 for
		Kellioka	1927	both mines [5]
77	Mahan Jellico Coal Company	Dixie Gem	1907	1,100,000
78	Majestic Collieries Co	Majestic	1907	30,000,000
79	Mallory Coal Company	Mallory Mine No. 1	1918	18,671,226
		Mallory Mine No. 2	1919	8,527,039
80	Marietta Coal Co	Marietta	1918	150,000
81	Marlowe Coal Co	Defiance	1920	.....
82	Martin County Coal Corp	Martin County	1917	8,000,000
83	McCall Coal Co	#1	1920	1,447,800
		#2	1920	1,669,300
84	Kenner, McCoy Coal Co	Kenner McCoy	1911	.....
85	Meem-Haskins Coal Corp	Meem-Haskins	1922	7,603,310
86	Merrill Coal Mines, Inc	Merrill	1921	31,638,060
87	The Merrimac Coal Co	White Star	1902	1,800,000
88	Moore Coal Co	Moore Coal Co	1922	3,500,000
89	New Caryville Coal Co	New Caryville Coal Co	1907–1908	3,736,277
90	New Garden Coal Corporation	New Garden Coal Corp	1929	500,000

[1] Page 9, Agency Agreement.
[2] 800 acres.
[3] 2,000 acres.
[4] 3,000 acres.
[5] Plus 350 acres.

TABLE VII—(Continued)

	Name of mine[1]	Date mine developed[1]	Remaining recoverable tonnage, tons[1]
91 North East Coal Company	Thealka	1906	2,000,000
	Auxier	1911	2,500,000
92 Norton Coal Company, Inc	Norton	1894	6,269,238
93 Octavia J. Mining Co	Octavia J.	1925	26,000,000
94 The P. V. & K. Coal Co	Clover Gap	1920	14,000,000
95 Panther Coal Company	Panther	1913	9,725,000
96 Paragon-Elkhorn Collieries Co., Inc	Dunleary	1920	3,000,000
97 Perkins Bowling Coal Corporation	Perkins Bowling Coal Corp	1921	3,823,336
98 Perkins-Harlan Coal Co	Perkins Harlan Coal Co	1919–1920	6,180,845
99 Pike Floyd Coal Co	Pike-Floyd	1921	2,000,000
100 Pike Fuel Company	Pike Fuel #1	....	100,000
101 Premier Coal Co	Premier	1926	15,000,000
102 Pruden Coal and Coke Co	#1 Pruden	1906	200,000
	#2 Pruden	1913	3,000,000
	#3 Pruden	1919	1,200,000
	#4 Pruden	1930	10,000,000
103 Puritan Coal Corporation	Puritan	1921	32,000,000
104 Red Jacket Consolidated Coal & Coke Co., Inc	Mitchell Branch	1911	4,772,094
	Number 8	1914	439,801
	Number 32	1916	3,170,787
	Number 5	1923	5,747,403
	Number 6	1924	9,209,230
105 Red Jacket Jr. Coal Company	Junior	1910	24,343,330
106 Sagamore Coal Co	Sagamore	1929	3,000,000
107 Sandlick Coal Co	Sandlick	1919	100,000
108 South East Coal Co	Seco	1916	4,000,000
	La Viero	1916	6,000,000
109 Southern Collieries, Inc	Regal	1931	15,000,000
110 Southern Harlan Coal Company	Harlan	1925	2,276,300[3]
111 Southern Mining Co	Colmar	1912–13	1,359,253[4]
	Insull	1924	9,000,000[5]
	Balkan	1912–13	3,918,951[6]

[fol. 1155]

112 Splash Dam Coal Corporation	Splash Dam	1920	4,000,000
113 Standard Thacker Coal Co	Wigarb	1917	2,500,000
114 Stearns Coal Lumber Company	#1 Barthell	1903	9,250,000
	#4 Worley	1905	10,000,000
	#11 Yamacrow	1911	1,800,000
	#15 White Oak	1923	250,000
	A—Shoopman	1916	475,000
	Cooperative	1922	5,130,000
115 Steinman Coal Corporation	Bent Ridge	1920	4,000,000
116 Stonega Coke & Coal Co	Arno	1908	16,423,768
	Derby	1923	23,231,553
	Dunbar	1919	24,065,292
	Exeter	1917	9,594,724
	Imboden	1903	5,848,553
	Keokee	1906	60,661,472
	Osaka	1902	37,513,512
	Roda	1903	24,747,913
	Stonega	1896	28,202,981
117 Sudduth Fuel Company	Sudduth	....	.....
118 Sycamore Coal Company	Cinderella	1911	.....
	Mingo Chief	1911	.....
119 Tennessee Consolidated Coal Company	Palmer	1917	75,000,000
120 Thacker Coal and Coke Co	Thacker	1893	5,000,000
121 Three Point Coal Co	Three Point	1922	7,500,000
122 Tomlinson Coal Corporation	Penn Lee	1918	5,000,000
123 Turner Elkhorn Mining Co	Turner Elkhorn	1921	.....
124 R. C. Tway Coal Co	R. C. Tway Coal Co	1914	2,500,000
125 Virginia Iron, Coal and Coke Co	Royal Banner	1899	143,826,390
	Inman	1899	4,898,504
	Linden	1907	22,265,280
	Laura	1907	13,342,068
	Imperial	1907	23,803,992
	Monarch	1925	15,014,579[2]

[1] Page 9, Agency Agreement.
[2] Also a large acreage of undeveloped.
[3] Plus 400 acres.
[4] Plus 575 acres.
[5] Plus 2250 acres.
[6] Plus 2750 acres.

TABLE VII—Continued

	Name of mine[1]		Date mine developed[1]	Remaining recoverable tonnage, tons[1]
126	War Eagle Coal Company	War Eagle	1902	50,000,000
127	Webb Coal Mining Co	Webb	1910	3,500,000
128	Wells Elkhorn Coal Co	#4-#5-#6	1920	10,000,000
129	West Virginia Coal and Coke Corp	....	....	.....
130	William Ann Coal Co	William Ann Coal Company	1922	7,000,000
131	Winco Block Coal Company	Winco Block Coal Company	1923	4,500,000
132	Winifrede Block Coal Co	Winifrede Block mine	1927	800,000
133	Winifrede Collieries	Winifrede #1	1931	10,000,000
134	The Wise Coal and Coke Company	Dorchester	1900	3,880,000
		Wicova	1907	7,200,000
135	Wood Coal Company	Freeze Fork #2	1917	5,000,000
136	Wyatt Coal Company	Wymar	1906	9,444,600
		Lawy Co	1930	16,229,000
		Laing	1920	9,483,000
137	The Youghiogheny and Ohio Coal Co	Van Mine	1921	390,000

[1] Page 9, Agency Agreement.

[fol. 1156] GOVERNMENT'S EXHIBIT No. 4

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No. 4

It is hereby stipulated by and between the petitioner and the defendants in the above cause that the index numbers of average yearly wholesale prices, using average prices for the year 1913 as the index of 100%, of bituminous coal, pig iron, copper, lead, zinc, wheat (Hard Winter No. 2), wheat (Northern Spring No. 1), cotton, all farm products included in the index of farm product prices compiled by the Bureau of Labor Statistics of the Department of Labor, and all commodities included in the index of commodity prices compiled by the Bureau of Labor Statistics of the Department of Labor, are as shown in Table I attached hereto; and that a more detailed explanation of the prices used in compiling these index numbers is given in Table II attached hereto.

That nothing herein contained shall constitute, or be construed as constituting, an admission by the defendants that the facts herein stipulated to be true are relevant and material to a decision of the issues in this cause; and the defendants reserve the right to object to their admissibility upon the ground of relevancy and materiality.

John Lord O'Brian, The Assistant to the Attorney General, Attorney for Petitioner. Ralstone R. Irvine, Attorney for Defendants.

TABLE I

Index Numbers of Average Yearly Wholesale Prices of Certain Commodities and Groups of Commodities

(Average prices for year 1913, 100.0 per cent)

Year	Bituminous coal: Sales realization price f.o.b. mines	All commodities (784 price series)	Pig Iron: Basic, per gross ton, Mahoning and Shenange Valley furnace	Copper: Ingot, electrolytic, early delivery per pound refinery	Lead: Pig, desilverized early delivery per pound N. Y.	Zinc: Pig, (slab) western early delivery per lb. N. Y.	Wheat: Hard, winter, No. 2, cash per bu. Kansas City	Wheat: Northern spring No. 1, per bu. Minneapolis	Cotton: Upland middling, spot, per lb. Galveston, Texas	All farm products (67 price series)
1913	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1914	99.2	97.6	87.5	85.1	88.3	90.5	107.2	114.9	88.5	99.6
1915	95.8	99.6	93.4	109.7	104.2	246.7	147.3	149.5	77.3	100.0
1916	111.9	122.5	134.3	175.1	154.6	240.7	151.5	161.5	114.2	118.0
1917	191.5	168.3	264.4	186.8	207.1	158.7	261.8	266.1	180.2	180.4
1918	218.6	188.1	221.1	150.8	168.6	141.9	246.2	250.9	245.9	207.0
1919	211.0	198.6	188.3	121.5	131.4	127.0	275.8	293.8	259.0	220.4
1920	317.8	221.2	287.4	114.2	183.5	138.6	280.0	292.9	265.4	210.8
1921	244.9	139.8	147.3	80.2	103.8	88.2	151.2	167.9	114.7	123.6
1922	255.9	138.5	164.9	85.4	131.6	104.4	138.4	154.1	163.5	131.2
1923	227.1	144.1	175.4	92.2	168.0	120.2	126.8	135.3	225.5	137.9
1924	186.4	140.5	137.7	83.2	187.9	115.1	140.4	147.5	221.8	139.9
1925	172.9	148.3	133.0	89.5	206.5	137.0	190.4	184.0	184.0	153.6
1926	174.6	143.3	126.1	87.7	191.6	132.3	170.6	177.3	133.7	139.9
1927	168.6	136.7	120.3	82.4	153.6	113.2	156.5	156.7	136.1	139.0
1928	157.6	138.5	113.2	92.5	143.3	109.4	151.0	147.2	153.3	148.1
1929	150.8	136.5	123.7	114.9	155.0	117.3	134.5	146.1	147.1	146.7
1930	144.1	123.8	122.1	81.8	125.3	84.1	102.6	112.6	104.0	123.5
1931	130.5	104.6	107.7	51.7	96.4	68.3	69.1	84.6	65.9	90.6

Index numbers for Bituminous Coal prepared by Bureau of Mines, Department of Commerce. All other index numbers prepared by Bureau of Labor Statistics, Department of Labor.

[fol. 1158] TABLE II

Explanation of Source of Prices Used by Bureau of Labor Statistics in Compiling Index Numbers Given in Table I

All Commodities.—The index number for all commodities is based on the weighted aggregate prices of 784 individual price series, weighted according to the importance of each commodity in the country's markets.

Pig Iron.—The bureau secures prices on 7 series of pig iron, as follows: Basic, furnace, Bessemer, Pittsburgh; Ferromanganese furnace; Foundry, No. 2, southern, Birmingham; Foundry, No. 2, northern, Pittsburgh; Malleable, furnace, Spiegeleisen, furnace. The basic grade from Mahoning and Shenange Valley is used as representative of pig iron prices.

Copper.—As stated, the index number is based on the refinery prices of the electrolytic grade for early delivery.

Lead.—The series used relates to pig lead, desilverized, priced in the New York market.

Zinc.—Prices represent those quoted in the New York market on western slab for pig zinc. In the case of copper, lead and zinc, only one series of quotations is secured by the bureau.

Wheat.—Quotations on 6 grades are secured by the bureau, but for this purpose only a representative winter and representative spring wheat in the more important markets is used. No. 2 hard winter in the Kansas City market, and No. 1 northern spring in the Minneapolis market were selected as representing wheat prices.

Cotton.—Prices are secured in three of the principal exporting markets on upland middling cotton, and for this purpose quotations in the Galveston market are selected. The prices are weighted in the general index according to the importance of the three markets, Galveston, New Orleans and New York, based on the number of bales received and exported therefrom. Galveston is by far the most important of the three markets in this respect.

Farm Products.—Farm Products constitutes one of the ten major groups of commodities included in the bureau's compilation of wholesale commodity prices. The index as shown is computed from weighted aggregate values of 67

individual items. A complete list of all items included in this group, as well as in all the groups of commodities of the bureau, is shown in the May, 1932 issue of "Wholesale Prices," a copy of which is hereto attached.

[fol. 1159] GOVERNMENT'S EXHIBIT No. 5

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No. 5

It is hereby stipulated by and between the petitioner and the defendants in the above cause that the Charts I to IX, inclusive, attached hereto, chart the movement of average yearly wholesale prices for the years 1913 to 1931, inclusive, based on average prices for the year 1913 as the index or 100%, of bituminous coal on the one hand, and, on the other hand, respectively, all commodities, pig iron, copper, lead, zinc, wheat (Hard Winter No. 2), wheat (Northern Spring No. 1), cotton, and all farm products; and that the average yearly wholesale prices herein charted are those set forth and described in the tables attached to Stipulation No. 4.

That nothing herein contained shall constitute, or be construed as constituting, an admission by the defendants that the facts herein stipulated to be true are relevant and material to a decision of the issues in this cause; and the defendants reserve the right to object to their admissibility upon the ground of relevancy and materiality.

John Lord O'Brian, The Assistant to the Attorney General, Attorney for Petitioner. Wm. J. Donovan, Attorney for Defendants.

(Here follow charts I, II, III, IV, V, VI, VI, VIII, IX, side folios 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, and 1168, and Government's Exhibit No. 6, side folio 1169)

Chart II

Trend of Wholesale Prices, 1913- 1931

Bituminous Coal and Pig Iron, Basic

(1913 = 100)

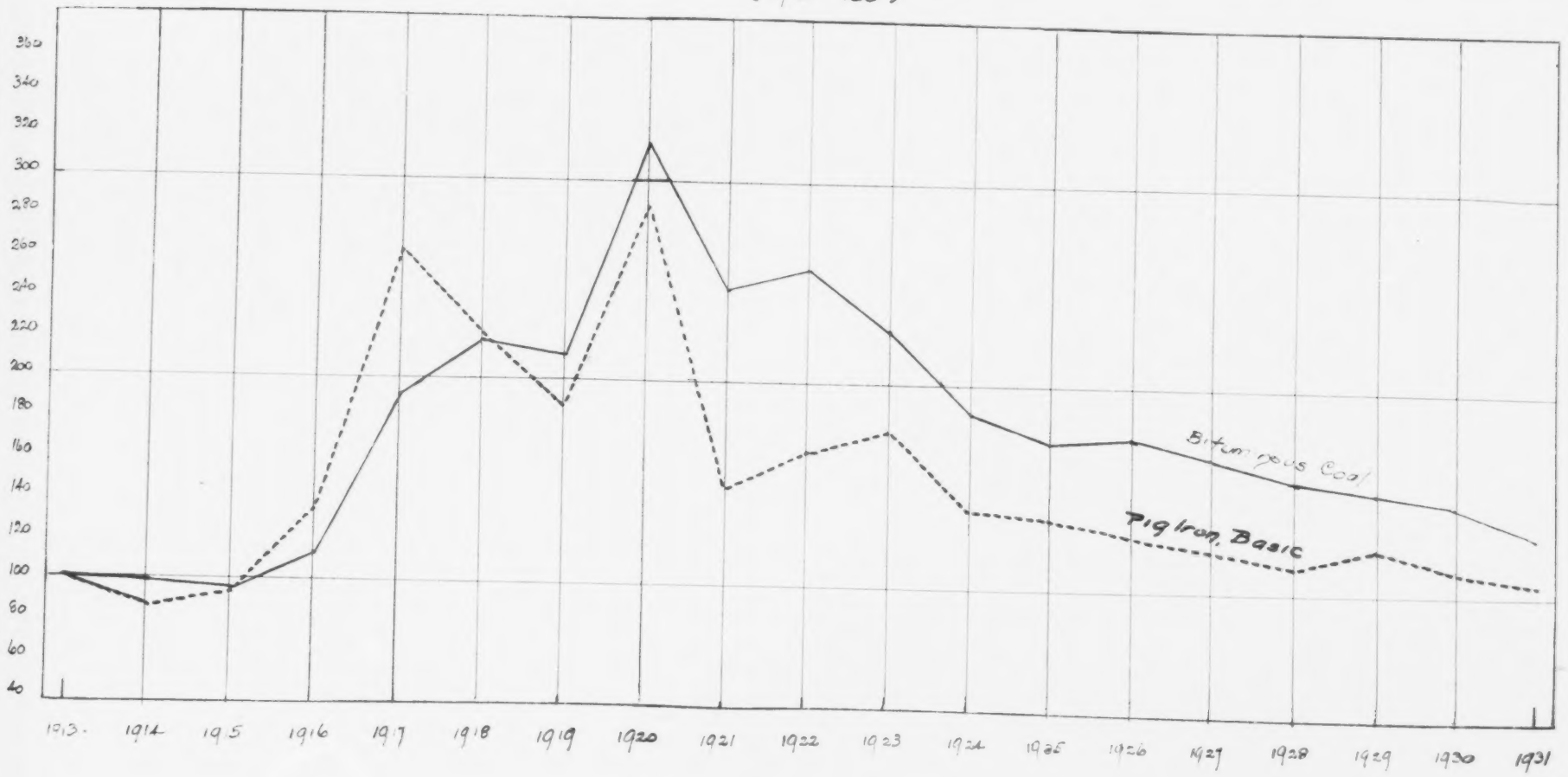


Chart III

Trend of Wholesale Prices, 1913- 1931

Bituminous Coal and Copper, Ingot

(1913 = 100)

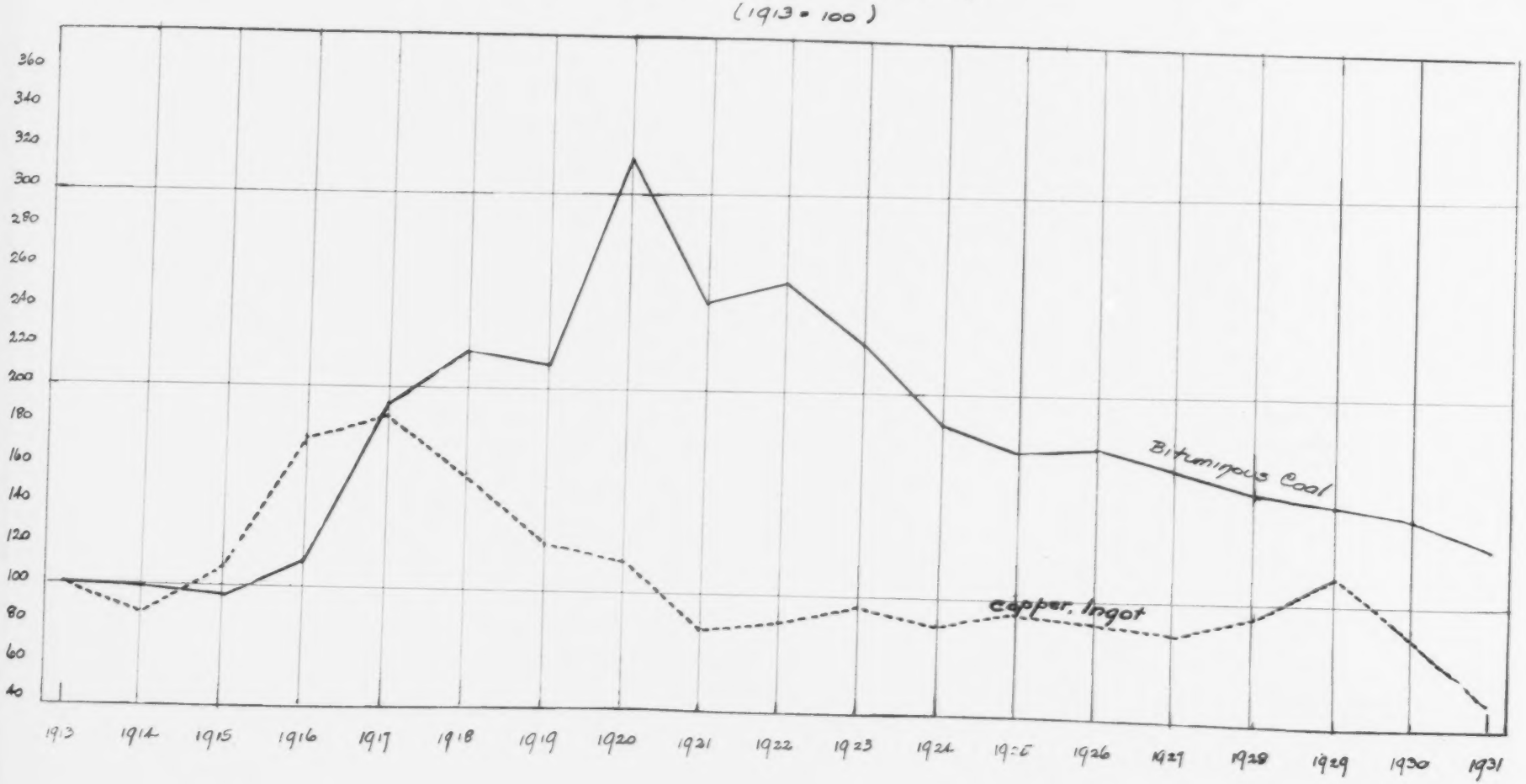


Chart IV

Trend of Wholesale Prices, 1913- 1931

Bituminous Coal and Lead, Pig

(1913 = 100)

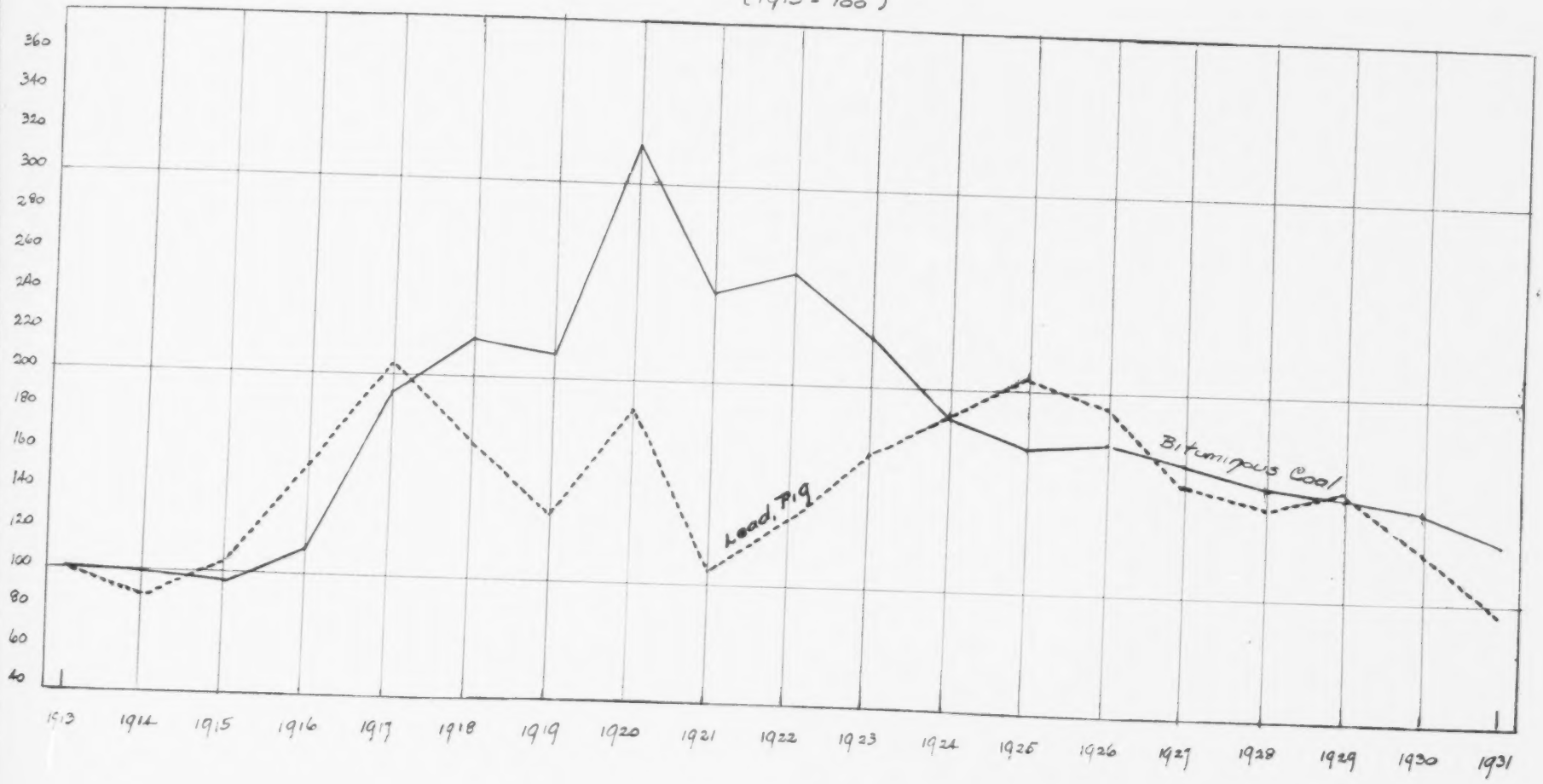


Chart V

Trend of Wholesale Prices, 1913-1931

Bituminous Coal and Zinc, Pig

(1913 = 100)

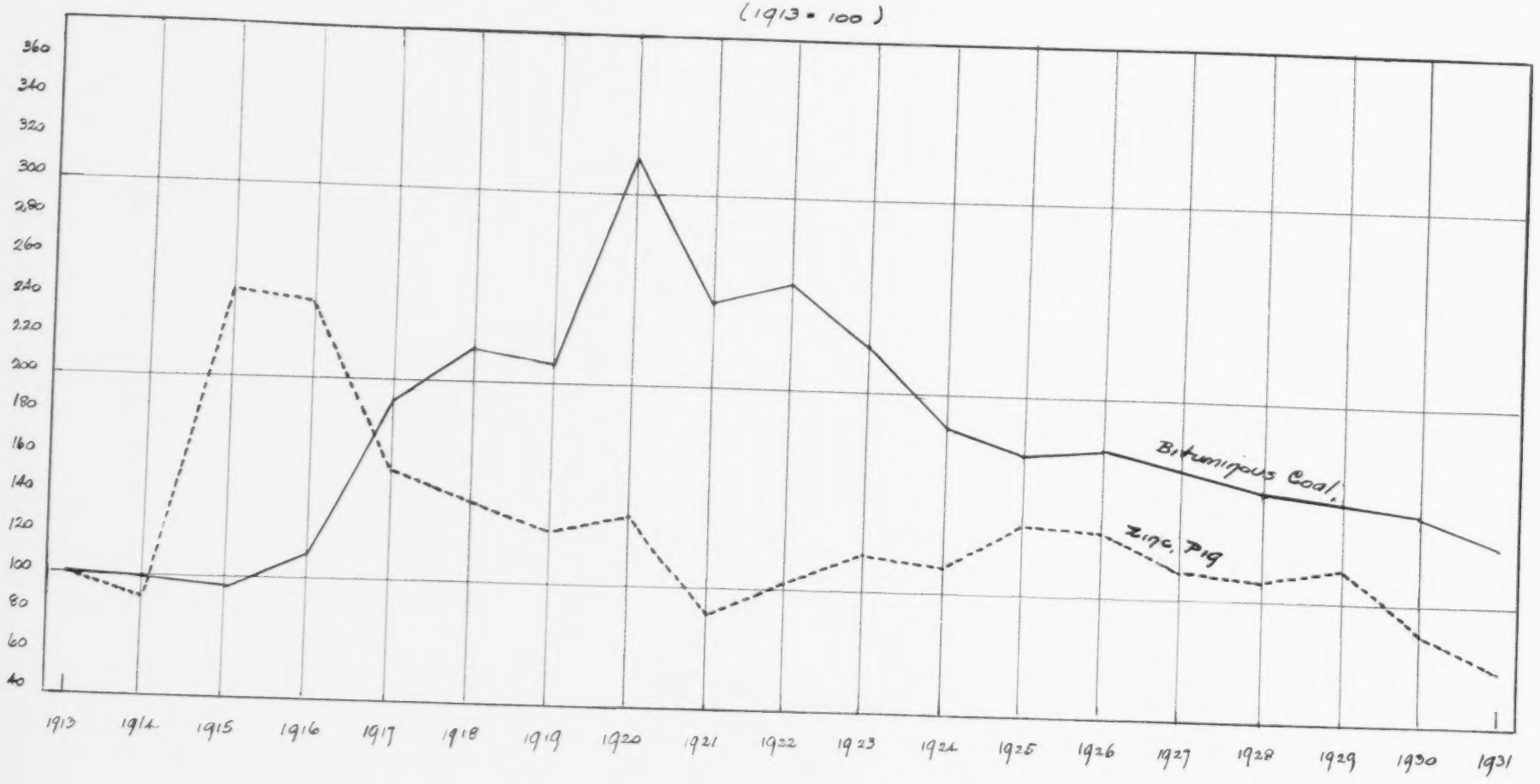


Chart VI

Trend of Wholesale Prices, 1913- 1931

Bituminous Coal and Wheat, Hard, No 2

(1913 = 100)

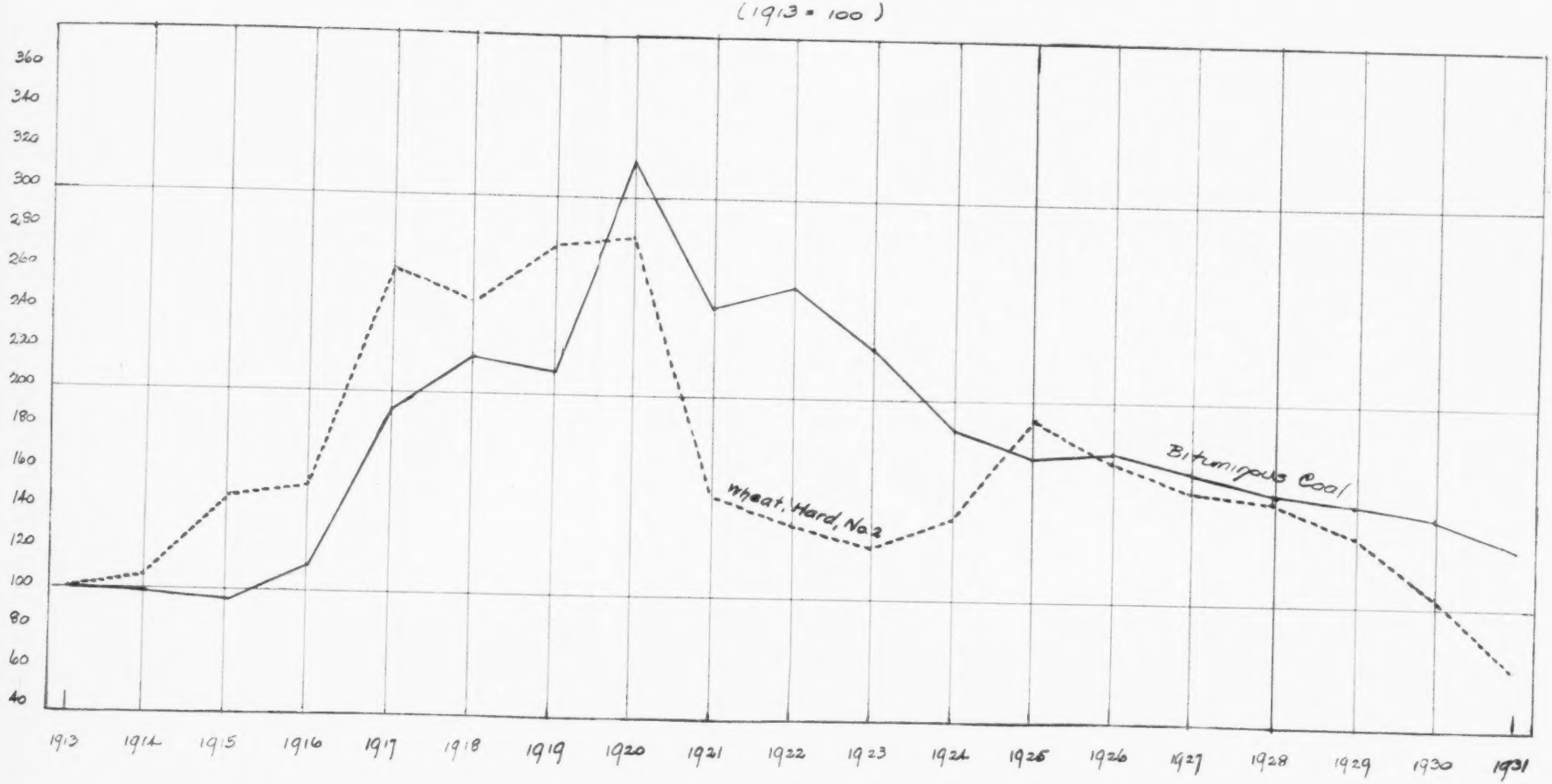


Chart VII

Trend of Wholesale Prices, 1913-1931

Bituminous Coal and Wheat, Northern, No. 1.

(1913 = 100)

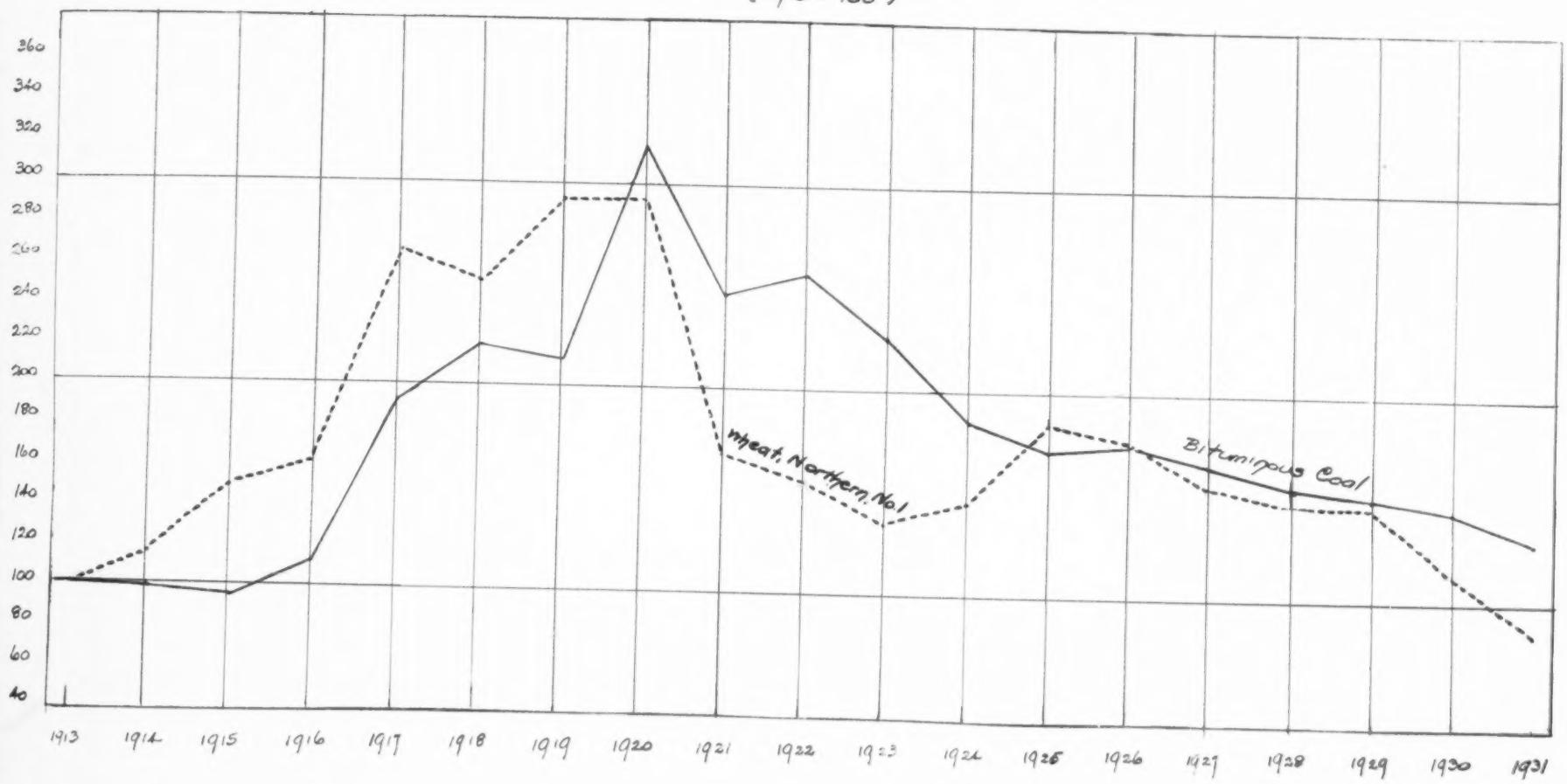


Chart VIII

9821

Trend of Wholesale Prices, 1913-1931

Bituminous Coal and Cotton, Middling

(1913 = 100)

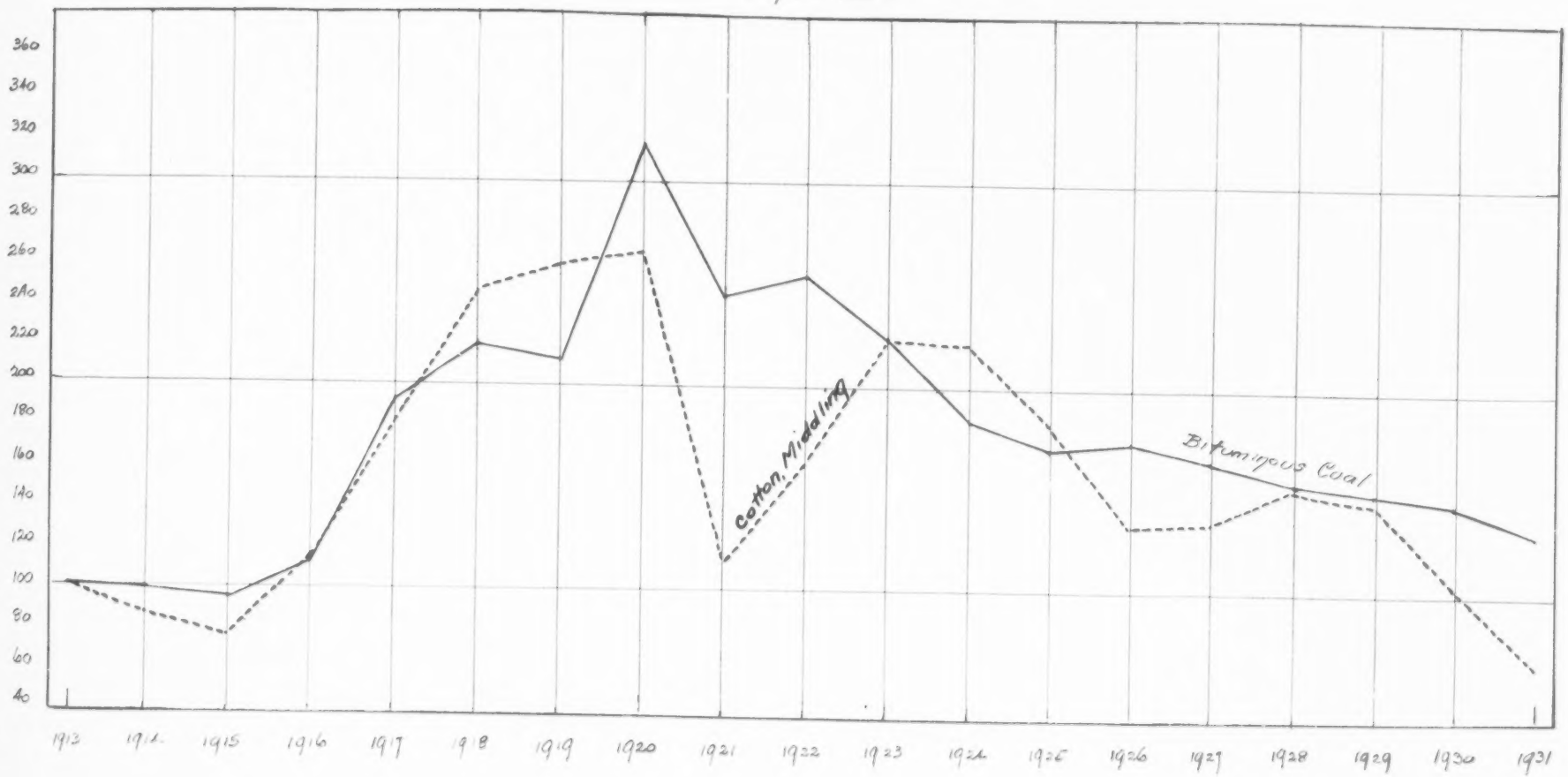
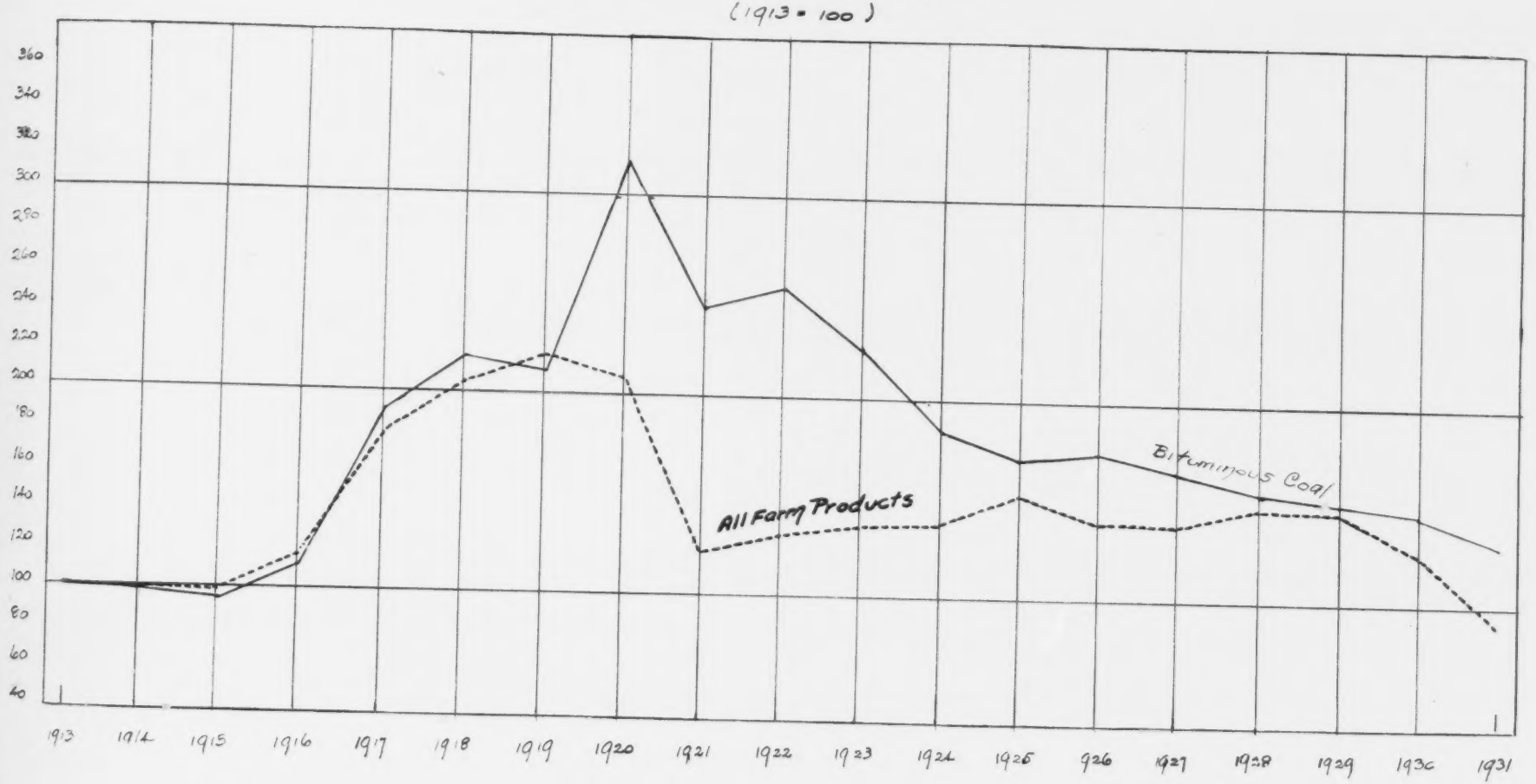


Chart IX

Trend of Wholesale Prices, 1913-1931

Bituminous Coal and All Farm Products

(1913 = 100)



[fol. 1169]

GOVERNMENT'S EXHIBIT No. 6

Coal Consumed in By-product Coke Ovens Classified As Between (*a*) Low Volatile, (*b*) High Volatile from Eastern Kentucky, Southern West Virginia, Virginia

(Note that the greater part of this coal was derived from "captive mines," owned and controlled by the same interests that produced the coke. Compiled from annual

Consuming State or region	Year 1930							Year 1929					
	Low volatile (for mixing with high volatile)	High Volatile Coal						Low volatile (for mixing with high volatile not competitive)	High Volatile Coal				
		From high volatile fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee		From all other fields		Total high volatile			From high volatile fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee		From all other fields		
		Net tons	Per cent	Net tons	Per cent	Net tons	Per cent		Net tons	Per cent	Net tons	Per cent	Net tons
New England (Mass., Conn., R. I.)	631,027	1,053,338	73.9	372,197	26.1	1,425,535	100.0	565,456	941,191	74.3	324,993	25.7	1,266,1
New York	1,331,294	1,008,969	23.9	3,205,702	76.1	4,214,671	100.0	1,530,996	1,065,044	23.1	3,553,709	76.9	4,618,7
New Jersey	444,399	539,617	71.0	219,998	29.0	759,615	100.0	412,276	590,436	72.8	220,705	27.2	811,1
Maryland	594,265	.....	.....	1,034,550	100.0	1,034,550	100.0	.....	.....	.....	1,914,048	100.0	1,914,0
Pennsylvania	1,726,128	537,782	3.2	16,511,424	96.8	17,049,206	100.0	3,042,738	335,281	1.8	18,265,037	98.2	18,600,3
West Virginia, Panhandle	(*a*)	.....	.....	(*a*)	100.0	(*a*)	100.0	(*a*)	.....	.....	(*a*)	100.0	(*a*)
West Virginia, Northern	(*a*)	.....	.....	(*a*)	100.0	(*a*)	100.0	(*a*)	.....	.....	(*a*)	100.0	(*a*)
West Virginia, Southern	.....	(*a*)	100.0	.....	.....	(*a*)	100.0	.....	.....	.....	.....	.....	.....
Ohio	1,602,692	1,740,811	23.2	5,760,027	76.8	7,500,838	100.0	2,601,955	2,441,881	25.1	7,270,356	74.9	9,712,2
Michigan *b*	795,458	2,272,556	78.5	622,402	21.5	2,894,958	100.0	841,180	2,656,631	91.0	262,342	9.0	2,918,9
Indiana *b*	2,854,515	3,663,472	90.6	382,166	9.4	4,045,638	100.0	4,379,477	3,710,530	84.9	658,921	15.1	4,369,4
Illinois *b*	1,642,318	2,397,283	69.2	1,068,953	30.8	3,466,236	100.0	1,999,335	2,899,546	73.0	1,074,441	27.0	3,973,9
Minnesota	220,862	320,814	44.8	396,062	55.2	716,876	100.0	266,670	486,518	61.2	308,990	38.8	795,5
Wisconsin *b*	522,207	944,930	92.5	(*a*)	7.5	981,886	100.0	565,679	1,200,245	99.5	(*a*)	0.5	1,202,8
Missouri			100.0	.....	.....		100.0			100.0	.....	.....	
Kentucky			100.0	.....	.....		100.0			100.0	.....	.....	
Tennessee	30,761	108,029	100.0	.....	.....	108,029	100.0	15,187	123,818	82.7	25,975	17.3	149,7
Alabama	66,528	.....	.0	5,865,155	100.0	5,865,155	100.0	127,891	.....	.....	6,830,062	100.0	6,830,0
Colorado	.....	.....	.0	628,842	100.0	628,842	100.0	.....	.....	.....	936,125	100.0	936,1
Utah	.....	.....	.....	414,358	100.0	414,358	100.0	.....	.....	.....	493,945	100.0	493,9
Washington	.....	.....	.....	59,528	100.0	59,528	100.0	.....	.....	.....	65,845	100.0	65,8
Undistributed	324,307	121,408	.....	1,728,138	.....	1,812,590	.....	360,573	.....	.....	1,698,502	.....	1,695,9
Total	12,786,761	14,709,009	27.8	38,269,502	72.2	52,978,511	100.0	16,709,413	16,451,121	27.3	43,903,996	72.7	60,355,1

a Tonnages included under "Undistributed" to avoid disclosing individual returns.

b All but one of the plants in these 4 States that obtain high volatile coal from "other fields" are situated on the Great Lakes or the Detroit River and are thereby in position to receive coal via rail and lake designed for the purpose.

Prepared by F. G. Tryon and W. H. Young, United States Bureau of Mines.

GOVERNMENT'S EXHIBIT No. 6

...sified As Between (*a*) Low Volatile, (*b*) High Volatile from Eastern Kentucky, Southern West Virginia, Virginia and Tennessee, and (*c*) High Volatile from All Other Fields

...from "captive mines," owned and controlled by the same interests that produced the coke. Compiled from annual reports on Coke and By-products of the U. S. Bureau of Mines)

Year 1929										Year 1928									
Volatile Coal				High Volatile Coal						High Volatile Coal									
...From all other fields		Total high volatile		Low volatile (for mixing with high volatile not competitive)	From high volatile fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee		From all other fields		Total high volatile		Low volatile (for mixing with high volatile not competitive)	From high volatile fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee		From all other fields		Total high volatile	
...tons	Per cent	Net tons	Per cent		Net tons	Per cent	Net tons	Per cent	Net tons	Per cent		Net tons	Per cent	Net tons	Per cent	Net tons	Per cent
2,197	26.1	1,425,535	100.0	565,456	941,191	74.3	324,993	25.7	1,266,184	100.0	343,424	578,264	56.2	449,770	43.8	1,028,034	100.0
5,702	76.1	4,214,671	100.0	1,530,996	1,065,044	23.1	3,553,709	76.9	4,618,753	100.0	947,732	841,707	18.6	3,693,471	81.4	4,535,178	100.0
0,998	29.0	759,615	100.0	412,276	590,436	72.8	220,705	27.2	811,141	100.0	431,312	558,552	71.3	224,574	28.7	783,126	100.0
1,550	100.0	1,034,550	100.0	.....	.....	.....	1,914,048	100.0	1,914,048	100.0	.....	.....	.....	1,635,668	100.0	1,635,668	100.0
1,424	96.8	17,049,206	100.0	3,042,738	335,281	1.8	18,265,037	98.2	18,600,318	100.0	2,532,897	.....	.....	17,792,765	100.0	17,792,765	100.0
)	100.0	(*a*)	100.0	(*a*)	.....	.....	(*a*)	100.0	(*a*)	100.0	(*a*)	.....	.....	(*a*)	100.0	(*a*)	100.0
)	100.0	(*a*)	100.0	(*a*)	.....	.....	(*a*)	100.0	(*a*)	100.0	(*a*)	.....	.....	(*a*)	100.0	(*a*)	100.0
.....	.....	(*a*)	100.0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
0,027	76.8	7,500,838	100.0	2,601,955	2,441,881	25.1	7,270,356	74.9	9,712,237	100.0	2,344,277	2,316,366	25.4	6,814,415	74.6	9,130,781	100.0
2,492	21.5	2,894,958	100.0	841,180	2,656,631	91.0	262,342	9.0	2,918,973	100.0	975,916	2,956,768	99.6	12,186	0.4	2,968,954	100.0
2,166	9.4	4,045,638	100.0	4,379,477	3,710,530	84.9	658,921	15.1	4,369,451	100.0	4,091,515	3,380,824	82.2	731,881	17.8	4,112,705	100.0
3,053	30.8	3,466,236	100.0	1,999,335	2,899,546	73.0	1,074,441	27.0	3,973,987	100.0	1,144,110	2,904,394	80.7	696,309	19.3	3,600,703	100.0
5,062	55.2	716,876	100.0	266,670	486,518	61.2	308,990	38.8	795,508	100.0	284,303	440,915	71.6	174,720	28.4	615,635	100.0
)	7.5		100.0			99.5	(*a*)	0.5		100.0			.....	(*a*)	100.0		100.0
.....	.....	981,886	100.0	565,679	1,200,245	100.0	.....	.....	1,202,845	100.0	542,495	675,496	97.3	(*a*)	2.7	1,102,881	100.0
.....	.....		100.0			100.0	.....	.....		100.0			100.0	.....	.....		100.0
.....	.....	108,029	100.0	15,187	123,818	82.7	25,975	17.3	149,793	100.0	.....	129,148	93.5	8,959	6.5	138,107	100.0
5,155	100.0	5,865,155	100.0	127,891	.....	.....	6,830,062	100.0	6,830,062	100.0	3,190	112,161	1.7	6,469,460	98.3	6,581,621	100.0
8,842	100.0	628,842	100.0	.....	.....	.....	936,125	100.0	936,125	100.0	.....	.....	.....	1,015,826	100.0	1,015,826	100.0
4,358	100.0	414,358	100.0	.....	.....	.....	493,945	100.0	493,945	100.0	.....	.....	.....	449,654	100.0	449,654	100.0
9,528	100.0	59,528	100.0	.....	.....	.....	65,845	100.0	65,845	100.0	.....	.....	.....	64,458	100.0	64,458	100.0
8,138	.....	1,812,590	.....	360,573	.....	.....	1,698,502	.....	1,695,902	.....	318,040	.....	.....	2,075,709	.....	1,648,324	.....
9,502	72.2	52,978,511	100.0	16,709,413	16,451,121	27.3	43,903,996	72.7	60,355,117	100.0	13,959,211	14,894,595	26.0	42,309,825	74.0	57,204,420	100.0

...elds" are situated on the Great Lakes or the Detroit River and are thereby in position to receive coal via rail and lake steamer. One plant located in Illinois near St. Louis cokes Southern Illinois coal in special-type ovens

GOVERNMENT'S EXHIBIT No. 7

Coal Consumed by Electric Public Utilities in the Generation of Electric Power, Classified As Between (1) Received from High Volatile Fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee and (2) Received from All Other Fields, in 1928

(Compiled from records of the U. S. Geological Survey as summarized in "Sources of Coal and Types of Stokers and Burners Used by Electric Public Utility Power Plants: A Report of the Institute of Economics in Cooperation with the U. S. Geological Survey," with subdivision of the figures for Ohio, Indiana, Kentucky, and Tennessee based upon the original tabulations)

Consuming region and State	Coal received in 1928 from: High volatile fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee		All other fields		Total all fields	
	Net tons	Per cent	Net tons	Per cent	Net tons	Per cent
1. New England:						
Maine	.....	.....	1,580	100.0	1,580	100.0
New Hampshire	.....	.....	33,542	100.0	33,542	100.0
Massachusetts	.....	.....	1,579,243	100.0	1,579,243	100.0
Rhode Island	.....	.....	308,860	100.0	308,860	100.0
Connecticut	.....	.....	912,027	100.0	912,027	100.0
2. Middle Atlantic:						
New York City	178,587	3.5	4,856,010	96.5	5,034,597	100.0
New York, Other	.....	.....	789,359	100.0	789,359	100.0
New Jersey—New York City area	.....	.....	1,183,895	100.0	1,183,895	100.0
New Jersey, Other	.....	.....	351,165	100.0	351,165	100.0
Pennsylvania—East of Allegheny Mountains	.....	.....	3,446,207	100.0	3,446,207	100.0
Pennsylvania—West of Allegheny Mountains	.....	.....	2,155,641	100.0	2,155,641	100.0
Maryland	445	0.1	455,410	99.9	455,855	100.0
District of Columbia	.....	.....	324,425	100.0	324,425	100.0
Delaware	.....	.....	97,080	100.0	97,080	100.0
3. Ohio						
Ohio—Columbus and East	390,867	11.7	2,940,485	88.3	3,331,352	100.0
Ohio—West of Columbus	827,177	99.7	2,837	0.3	830,014	100.0

GOVERNMENT'S EXHIBIT No. 7—(Continued)

Consuming region and State	Coal received in 1928 from: High volatile fields of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee		All other fields		Total all fields	
	Net tons	Per cent	Net tons	Per cent	Net tons	Per cent
4. Southern Michigan:						
Southern Michigan[a]	2,176,731	91.6	200,230	8.4	2,376,961	100.0
5. Illinois–Indiana:						
Indiana—East of Marion and Anderson	223,772	63.4	129,506	36.6	353,278	100.0
Indiana—Marion, Anderson, and west (except Chicago area)	87,454	4.4	1,882,942	95.6	1,970,396	100.0
Indiana—Chicago area	.....	.....	90,717	100.0	90,717	100.0
Illinois—Chicago area	22,049	0.6	3,794,199	99.4	3,816,248	100.0
Illinois, Other	.....	.....	2,304,306	100.0	2,304,306	100.0
6. Lower Missouri Valley:						
Iowa	.....	.....	874,919	100.0	874,919	100.0
Missouri	.....	.....	1,200,538	100.0	1,200,538	100.0
Kansas	.....	.....	298,994	100.0	298,994	100.0
Nebraska	.....	.....	464,436	100.0	464,436	100.0
7. Lake Dock Territory:						
Wisconsin	22,666	2.7	825,986	97.3	848,652	100.0
Minnesota	40,571	9.6	382,467	90.4	423,038	100.0
North Dakota	29,539	10.4	253,620	89.6	283,159	100.0
South Dakota	3,486	2.6	129,584	97.4	133,070	100.0
8. Southeast:						
Virginia	222,267	32.3	466,306	67.7	688,573	100.0
West Virginia	638,574	39.8	964,820	60.2	1,603,394	100.0
Kentucky—East of Louisville	253,339	100.0	.....	.....	253,339	100.0
Kentucky—Louisville and west	.....	.....	294,662	100.0	294,662	100.0
Tennessee—East of Nashville	21,238	8[illegible]	3,285	13.4	24,523	100.0
Tennessee—Nashville and west	29,212	10[illegible]	240,300	89.2	269,512	100.0

North Carolina	69,843	29.1	169,783	70.9	239,626	100.0
South Carolina	111,122	92.9	8,450	7.1	119,572	100.0
Georgia	20,096	35.4	36,625	64.6	56,721	100.0
Alabama	.....	.....	78,262	100.0	78,262	100.0
Mississippi	.....	.....	66,849	100.0	66,849	100.0
Florida	4,269	34.0	8,271	66.0	12,540	100.0
9. Western:						
Oklahoma	.....	.....	359,090	100.0	359,090	100.0
Arkansas	.....	.....	99,596	100.0	99,596	100.0
Louisiana	.....	.....	128,837	100.0	128,837	100.0
Texas	.....	.....	682,113	100.0	682,113	100.0
Colorado	.....	.....	375,311	100.0	375,311	100.0
New Mexico	.....	.....	30,960	100.0	30,960	100.0
Utah	.....	.....	2,148	100.0	2,148	100.0
Montana	.....	.....	11,343	100.0	11,343	100.0
Wyoming	.....	.....	157,672	100.0	157,672	100.0
Washington	.....	.....	125,029	100.0	125,029	100.0
Grand Total	5,373,304	12.8	36,579,922	87.2	41,953,226	100.0

[a] Includes one plant in Northern Michigan.

Prepared by A. H. Horton, U. S. Geological Survey in consultation with W. H. Young and F. G. Tryon, U. S. Bureau of Mines.

TABLE I

[fol. 1171] GOVERNMENT'S EXHIBIT No. 8

Per Cent That Bituminous Coal, Anthracite, Fuel Briquets, Fuel Oil, Natural Gas (Except That Used for Carbon Black), and Hydroelectricity Formed of the Total Consumption of Energy from These Sources in 11 States, 1929

(Railroad and steamship fuel are excluded because they cannot be allocated by States. Gasoline, kerosene, and lubricating oils are not included because not directly competitive with coal. Manufactured gas is not shown because to do so would involve double counting of the raw fuel from which it is made. Similarly, coke is not shown because that would involve double counting of the bituminous coal from which it is made. However, where the State has a net exportable surplus of coke, that surplus is deducted from the bituminous coal, and conversely, where the State has a net import of coke, that import is added to the bituminous coal.

Full data are given in the detailed table attached.)

State	Per cent of grand total of coal or its equivalent that was derived from: Bituminous coal *a*	Pennsylvania anthracite	Fuel briquets	Fuel oil	Natural gas *b*	Water power (coal equivalent) *c*	Total	Total tonnage of coal or its equivalent consumed for all uses noted (net tons)	Per cent of total receipts of bituminous coal in this State that came from high volatile districts of Eastern Kentucky, Southern West Virginia, Virginia and Tennessee *e f*
Illinois and Indiana	92.7	1.4	(*d*)	5.2	0.3*e*	0.4	100.0	84,059,000	23.8%
Michigan	89.7	2.2	0.1	3.8	0.6	3.6	100.0	28,959,000	72.8%
Virginia	89.5	2.2	0.3	2.3	....	5.7	100.0	6,367,000	33.4%
Ohio	88.7	0.6	(*d*)	2.0	8.6	0.1	100.0	57,453,000	34.8%
Tennessee	87.9	....	....	0.6	3.0	8.5	100.0	6,937,000	57.8%
Kentucky	82.5	(*d*)	(*d*)	1.4	12.1	4.0	100.0	6,252,000	66.4%
Georgia	72.3	0.1	(*d*)	5.4	....*e*	22.2	100.0	4,314,000	84.0%
South Carolina	64.8	0.4	(*d*)	3.1	....	31.7	100.0	3,732,000	96.0%
North Carolina	60.4	0.2	(*d*)	1.0	....	38.4	100.0	5,390,000	68.3%
Florida	38.2	0.4	(*d*)	60.3	....	1.1	100.0	1,481,000	28.6%

(*a*) Deducting exportable surplus of coke or adding net imports as the case may be. (*b*) Excluding that used in the manufacture of carbon black. (*c*) Represents water power produced within the State, without attempting to allow for exchange across State boundaries. (*d*) Less than 0.05 per cent. (*e*) The use of natural gas has increased since 1929. If 1930 figures are substituted, the percentage derived from natural gas would be 0.6 for Illinois-Indiana and 1.4 for Georgia. (*f*) Per cent of the all-rail receipts, the ultimate origin of the lake and tidewater receipts being unknown.

Prepared by F. G. Tryon and W. H. Young, United States Bureau of Mines.

[fol. 1172]

TABLE II

Approximate Percentage of the Total Energy Consumed by all Manufacturing Establishments in 11 States That Was Derived from Bituminous Coal and from All Other Sources, 1929

(The table includes direct consumption of raw coal, fuel oil, gas oil, gasoline, kerosene, natural gas, and the coal equivalent of water power generated by the manufacturing establishment. It also includes the fuel equivalent of electric power purchased from public utilities, apportioned by sources according to the average practice of all public utility power plants in the State.

The computations are based on the accurate records of the Census of Manufactures. The conversions of water power and purchased electric energy into equivalent fuel are necessarily rough approximations, but they will suffice to show the relative importance of the several sources of energy. The data are given in full in the accompanying work sheet.)

(Note that table refers to manufacturing industries only)

State	Per cent of total energy consumed in manufacturing that was derived from: Bituminous coal	Anthracite	Fuel oil, etc. *a*	Natural gas	Water power	All energy	Total tonnage of coal or equivalent consumed in manufacturing (net tons)	Per cent of total receipts of bituminous coal in this State that came from high volatile districts of Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee *b*
Ohio	90.7	0.4	4.6	4.2	0.1	100.0	35,663,000	34.8%
Virginia	90.2	1.1	3.4	...	5.3	100.0	3,206,000	33.4%
Michigan	88.5	0.8	6.5	1.0	3.2	100.0	15,902,000	72.8%
Illinois and Indiana	88.2	1.2	10.0	0.3	0.3	100.0	44,440,000	23.8%
Kentucky	82.1	0.4	6.1	7.7	3.7	100.0	2,609,000	66.4%
Tennessee	77.5	0.4	1.9	3.4	16.8	100.0	3,611,000	57.8%
Georgia	58.8	1.4	10.8	...	29.0	100.0	1,978,000	84.0%
South Carolina	56.9	1.8	5.0	...	36.3	100.0	1,592,000	96.0%
North Carolina	54.4	1.2	1.3	...	43.1	100.0	3,025,000	68.3%
Florida	49.0	0.5	50.0	...	0.5	100.0	468,000	28.6%

(*a*) Includes gas oil, and gasoline and kerosene used in manufacturing.

(*b*) Per cent of the all-rail receipts, the ultimate origin of the lake and tidewater receipts being unknown.

Prepared by F. G. Tryon and W. H. Young, United States Bureau of Mines.

[fol. 1173] GOVERNMENT'S EXHIBIT NO. 9

TABLE I

Approximate Percentage of the Total Energy Consumed by Manufacturing Establishments in the 20 Leading Counties of Southern Michigan that was Derived from Bituminous Coal and from All Other Sources, 1929

(The table includes direct consumption of raw coal, fuel oil, gas oil, gasoline, kerosene, natural gas, and the coal equivalent of water power generated by the manufacturing establishment. It also includes the fuel equivalent of electric power purchased from public utilities, apportioned by sources according to the average practice of all public utility power plants in the State.

The computations are based on the published reports of the Census of Manufactures, as reported by the manufacturers. The conversion of water power and purchased electric power into equivalent fuel are necessarily rough approximations, but they will suffice to show the relative importance of the several sources of energy. The data are given in full in the accompanying work sheets.)

County	Per cent of total energy consumed in manufacturing that was derived from:						Total tonnage of coal or its equivalent consumed in manufacturing (net tons)
	Bituminous coal	Anthracite	Fuel oil, etc.	Natural gas	Water power	All energy	
Wayne	90.0	0.3	8.4	a0.2	1.1	100.0	9,287,000
Genessee	87.3	0.7	9.5	...	2.5	100.0	560,000
Kalamazoo	89.5	8.0	1.9	...	0.6	100.0	512,000
St. Clair	93.6	(b)	4.9	...	1.5	100.0	337,000
Calhoun	92.0	3.5	2.3	...	2.2	100.0	329,000
Oakland	85.7	0.3	10.7	...	3.3	100.0	308,000
Midland	95.3	...	4.7	...	(b) (c)	100.0	307,000
Muskegon	39.9	1.2	2.5	54.4	2.0	100.0	257,000
Ingham	83.4	0.1	14.0	...	2.5	100.0	274,000
Saginaw	87.5	0.7	9.2	...	2.6	100.0	265,000
Alpena	99.6	0.2	(b)	...	c0.2	100.0	235,000
Jackson	82.2	5.2	10.8	...	c1.8	100.0	215,000
Berrien	84.6	0.1	9.7	...	5.6	100.0	159,000
Monroe	97.3	(b)	1.4	...	c1.3	100.0	153,000
Bay	95.2	0.9	2.4	...	1.5	100.0	150,000
St. Joseph	98.0	0.1	1.4	...	c0.5	100.0	137,000
Washtenaw	92.1	0.1	6.3	...	c1.5	100.0	128,000
Lenawee	97.4	0.7	1.5	...	c0.4	100.0	120,000
Allegan	99.3	...	0.6	...	c0.1	100.0	116,000
Emmett	99.9	(b)	0.1	...	(b)	100.0	111,000

(a) One plant reported consumption of natural gas, probably by mistake in place of manufactured gas, as natural gas was not known to be available in Wayne County.

(b) Less than 0.05 per cent.

(c) Does not include the relatively small item of water power developed by the manufacturer himself, which is not separately reported by the Census for these 9 counties. As the total of such power for these and 60 other counties in the State is equivalent to only 74,000 tons of coal, it is clear that the omission does not greatly affect the result.

Prepared by F. G. Tryon and W. H. Young,
United States Bureau of Mines.

[fol. 1174]

TABLE II

Approximate Percentage of the Total Energy Consumed by Manufacturing Establishments in the 15 Leading Counties of South Carolina that was Derived from Bituminous Coal and from All Other Sources, 1929

(The table includes direct consumption of raw coal, fuel oil, gas oil, gasoline, kerosene, natural gas, and the coal equivalent of water power generated by the manufacturing establishment. It also includes the fuel equivalent of electric power purchased from public utilities, apportioned by sources according to the average practice of all public utility power plants in the State.

The computations are based on the published reports of the Census of Manufactures, as reported by the manufacturers. The conversion of water power and purchased electric power into equivalent fuel are necessarily rough approximations, but they will suffice to show the relative importance of the several sources of energy. The data are given in full in the accompanying work sheets.)

County	Per cent of total energy consumed in manufacturing that was derived from:						Total tonnage of coal or its equivalent consumed in manufacturing (net tons)
	Bituminous coal	Anthracite	Fuel oil, etc.	Natural gas	Water power	All energy	
Central and Western							
Greenville	62.2	0.7	0.2	...	36.9	100.0	211,000
Spartanburg	56.4	(a)	0.3	...	43.3	100.0	196,000
Anderson	51.5	2.1	0.6	...	45.8	100.0	135,000
Kershaw	93.8	(a)	(a)	...	b6.2	100.0	103,000
Richland	55.8	0.2	2.3	...	b41.7	100.0	99,000
Greenwood	96.0	(a)	0.3	...	b 3.7	100.0	70,000
York	33.4	(a)	0.8	...	b65.8	100.0	62,000
Union	30.8	(a)	0.2	...	b69.0	100.0	56,000
Laurens	39.6	(a)	1.2	...	b59.2	100.0	55,000
Newberry	41.0	(a)	0.2	...	b58.8	100.0	49,000
Pickens	73.1	...	0.1	...	b26.8	100.0	48,000
Cherokee	39.2	...	0.2	...	b60.6	100.0	46,000
Lancaster	93.8	...	0.3	...	b 5.9	100.0	43,000
Aiken	40.0	10.4	0.3	...	b49.3	100.0	42,000
Coast							
Charleston(c)	27.7	0.5	60.1	...	11.7	100.0	124,000

(a) Less than 0.05 per cent.

(b) Does not include the relatively small item of water power developed by the manufacturer himself, which is not separately reported by the Census for these 11 counties. As the total of such power for these and 20 other counties in the State is equivalent to only 28,000 tons of coal, it is clear that the omission does not greatly affect the result.

(c) Accessibility to tidewater makes oil more readily available than in the inland counties.

Prepared by F. G. Tryon and W. H. Young,
United States Bureau of Mines.

(Here follow four maps, side folios 1175, 1176, 1177, and 1178.)

Canada

LAKE CARGO

13.8%

10.3%

7.1% Chicago District

1.5%

1.8%

6.1%

15.1%

0.9%

1.5%

4.3%

TIDEWATER SHIPMENTS

2.6%

2.1%

3.1%

2.2%

2.4%

16.6%

RAILROAD FUEL COAL

X LESS THAN 1,000,000 NET TONS

Percentages represent proportion of total shipments from Appalachian territory that went to destination indicated.

Includes high-volatile coal from Eastern Kentucky, Southern West Virginia, Virginia, and Tennessee.

DISTRIBUTION OF SOUTHERN APPALACHIAN HIGH VOLATILE COAL, AS REPORTED TO THE U. S. BUREAU OF MINES, 1929.
Coal received in each State shown by bars.
Railroad fuel coal shown in lower right hand corner.

BUREAU OF MINES
Prepared by U. S. Bureau

CONSUMPTION OF COAL IN ELECTRIC PUBLIC UTILITY POWER PLANTS, AS REPORTED TO THE U. S. GEOLOGICAL SURVEY, 1975.
1 dot = 10,000 tons coal.

CONSUMPTION OF COAL IN ELECTRIC PUBLIC UTILITY POWER PLANTS, AS REPORTED TO THE U. S. GEOLOGICAL SURVEY, 1969.
1 dot = 10,000 tons coal.

GOVERNMENT EXHIBIT NO. 12.

CONSUMPTION OF FUEL OIL BY ELECTRIC PUBLIC UTILITY POWER PLANTS,
AS REPORTED TO THE U. S. GEOLOGICAL SURVEY, 1925.
1 dot = 40,000 barrels, equivalent to 10,000 tons coal.
X indicates consumption of less than 20,000 barrels.

GOVERNMENT EXHIBIT NO. 14.

CONSUMPTION OF FUEL OIL BY FLORIDA PUBLIC UTILITY POWER PLANTS,
AS REPORTED TO THE U. S. GEOLOGICAL SURVEY, 1949.
1 dot = 40,000 barrels, equivalent to 10,000 tons coal.
X indicates consumption of less than 20,000 barrels.

BUREAU OF MINES
Prepared by U. S. TOPOG

GOVERNMENT'S EXHIBIT NO. 13.

CONSUMPTION OF NATURAL GAS BY ELECTRIC PUBLIC UTILITY POWER PLANTS,
AS REPORTED TO THE UNITED STATES GEOLOGICAL SURVEY, 1931.
1 dot = 250,000 M. cu. ft., equivalent to 10,000 tons coal.

X - indicates consumption of less than 125,000 M. cu. ft.
Equivalent to less than 5,000 tons of coal.

Govt Ex 13

GOVERNMENT'S EXHIBIT NO. 13.

CONSUMPTION OF NATURAL GAS BY ELECTRIC PUBLIC UTILITY POWER PLANTS,
AS REPORTED TO THE UNITED STATES GEOLOGICAL SURVEY, 1931.
1 dot = 250,000 M. cu. ft., equivalent to 50,000 tons coal.

X- indicates consumption of less than 125,000 M. cu. ft.
Equivalent to less than 5,000 tons of coal.

Govt Ex
13

[fol. 1179] GOVERNMENT'S EXHIBIT No. 14

Bryant Paper Company

Daily Power Plant Report

Date: Dec. 17, 1929

Item No.	Item		Data
1	Kind of Coal Used		Lorado A-Sergeant
2	Steam-Boiler No. 1 (Thousands of Pounds)		1,151
3	Steam-Boiler No. 2 (Thousands of Pounds)		.....
4	Steam-Boiler No. 3 (Thousands of Pounds)		1,004
5	Steam-Boiler No. 4 (Thousands of Pounds)		970
6	Total Steam Generated (Thousands of Pounds)		3,125
7	Total Water to Boilers (Thousands of Pounds)		3,264
8	% Loss—Water and Steam		4.5
9	% Blow Downs		3.0
10	Bryant Steam (Thousands of Pounds)		797
11	Superior Steam (Thousands of Pounds)		283
12	Imperial Steam (Thousands of Pounds)		197
13	Milham Steam (Thousands of Pounds)		.....
14	Permutit Steam (Thousands of Pounds		75
15	H. P. to L. P. Steam (Thousands of Pounds)		126
16	Auxiliary Lines (Thousands of Pounds)		25
17	Nordberg Steam (Thousands of Pounds)		1,179
18	500 K. W. Turbine Steam (Thousands of Pounds)		400
19	1000 K. W. Turbine Steam (Thousands of Pounds)		36
20	Total Steam Delivered (Thousands of Pounds)		3,118
21	% Loss in Delivery and Generation		.3–
22	Average Steam Press. Header (Lbs. per sq. in.)		295
23	Average Steam Temp. Header	°F	608
24	Average Flue Gas Temp	°F	530
25	Average Feed Water Temp	°F	230
26	Total Coal Burned	Tons	192.00
27	Average Rating	%	185
28	Efficiency—Boiler, Furnace, Grate	%	68.0
29	Efficiency of Plant	%	72.1
30	Average Concentration—No. 1	°BE	.1/2
31	Average Concentration—No. 3	°BE	.1/2
32	Average Concentration—No. 4	°BE	.1 1/2
33	Total Hours of Boiler Service to Date	No. 1	1526
34	Total Hours of Boiler Service to Date	No. 2	.....
35	Total Hours of Boiler Service to Date	No. 3	1128
36	Total Hours of Boiler Service to Date	No. 4	1750
37	Station—Total K. W. H.		76,000
38	Bryant—Total K. W. H		19,500
39	Superior Mill—Total K. W. H.		20,200
40	Sup. Conv. Bldg.—Total K. W. H		10,700
41	Milham—Total K. W. H. (Outgoing)		.....
42	Imperial—Total K. W. H		8,200
43	Hydro Station—Total K. W. H.		750
44	Station Power—Total K. W. H		4,800
45	General Lighting—Total K. W. H		4,700
46	1000 K. W. Turbine—Total K. W. H.		11,900
47	Average Generator Load K. W. H		3,125
	Nordberg Gen. Temp. Highest		71°C

Remarks:

Total Stm. Gen. C. P. P	3,125	
" " " Milham	1,710	
Total	4,835	TOM

[fol. 1180] GOVERNMENT'S EXHIBIT No. 15

Write all Instructions—Bryant Paper Company.

July 11, 1931.

Analyses of Five Samples of Coal and Two Samples of Ash from Four Car Sample Lot of Coal marked "Piney Fork #2" Coal Run Sales & Service Co. Test Run on #1 Boiler C.P.P. 7/8/31.

Sample Markings:—(1) NYC-406553. (2) NYC-405286. (3) NYC-401614. (4) NYC-424908. (5) Sample of Ashes Marked 8/8/31. (6) Ashes marked 7/9/31.

Analysis Wet Basis

Number	-1-	-2-	-3-	-4-	-5-	-6-	
Moisture..	3.48%	4.18%	4.44%	4.97%	25.85%	22.20%	
Volatile matter..	34.55%	34.27%	34.13%	33.16%	1.28%	1.08%	
F. Carbon.	50.95%	50.69%	49.56%	48.86%	32.18%	32.92%	
Ash.....	11.01%	10.86%	11.87%	12.91%	40.69%	43.80%	
Heat Value...	13,267 BTU	13,233	12,939	13,729	4,910	4,985	BTU
Selfur....	.93%	.79%	.93%	1.03%	.....	.....	

Analysis Dry Basis

	-1-	-2-	-3-	-4-	-5-	-6-	
Moisture..	-0-	-0-	-0-	-0-	-0-	-0-	
Volatile...	35.80%	35.76%	35.72%	34.89%	1.73%	1.39%	
F. Carbon.	52.79%	52.90%	51.86%	51.42%	43.40%	42.31%	
Ash.....	11.41%	11.34%	12.42%	13.59%	54.87%	56.30%	
Heat Value...	13,745 BTU	13,810	13,540	13,447	6,622	6,407	BTU

Test on Special Sample of above Coal taken from #1 Hopper during Test 7/8/31

	Wet Basis	Dry Basis
Moisture	7.27%	—0—
Volatile matter	31.91%	34.41%
Fixed Carbon	50.89%	54.88%
Ash	9.93%	10.71%
Heating Value	12,649 BTU	13,641 BTU
Sulfur	1.18%	1.27%

E. G. Milham.

[fol. 1181] GOVERNMENT'S EXHIBIT No. 16

IN UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION No. —

It is hereby stipulated by and between the petitioner and the defendants in the above cause that the gross income and net income or deficit for the year 1929 of certain industries (selected by the petitioner) shown in the unaudited Federal income tax returns of all companies in those industries which reported income data in said returns, and the percentage of said gross income to said net income or deficit, are

as shown in the attached table; that dividends received from domestic corporations and interest received which was not taxable under the Federal income tax laws, for example, interest on United States, State and municipal bonds, are not included in the computation of said net income or deficit.

That nothing herein contained shall constitute, or be construed as constituting, an admission by the defendants that the facts herein stipulated to be true are relevant and material to a decision of the issues in this cause; and the defendants reserve the right to object to their admissibility upon the ground of relevancy and materiality.

John Lord O'Brian, The Assistant to the Attorney General, Attorney for Petitioner. Ralstone R. Irvine, Attorney for Defendants.

(Here follows statement, side folio 1182.)

[fol. 1182]

Gross Income and Net Income or Deficit for the Ye

Industry	Companies reporting net income			Co
	Number of returns	Gross income	Net income	Numb of retur
Bituminous, lignite and peat	905	$532,461,813	$39,396,569	1,4
Agricultural and related industries	4,407	636,227,061	72,800,723	5,0
Woolen and worsted goods: wool yarns, dress goods; wool pooling, etc	246	367,143,633	14,628,654	31
Other leather products: gloves, saddlery, harness, trunks; finishing and tanning leather, etc	638	391,116,255	17,466,667	53
Tires and tubes, etc	42	741,238,031	38,640,204	0
Radios, complete or parts	124	183,031,214	16,224,480	18
Ship building and repairing	144	60,679,817	6,161,639	12
Domestic service—laundries, hotels, restaurants, etc	7,005	1,207,550,306	79,319,039	5,74
Theatres, legitimate, vaudeville, etc	323	63,007,645	7,986,167	44

* Deficit.

it for the Year 1929 of Certain Industries Based on Income Tax Returns

	Companies reporting no net income			Total companies reporting			
ne	Number of returns	Gross income	Deficit	Number of returns	Gross income	Net income or deficit	% of Gross income to net income or deficit
,569	1,437	$459,945,663	$50,700,422	2,342	$992,407,476	$11,303,853*	1.14*
,723	5,023	246,280,235	53,543,368	9,430	882,507,296	19,257,355	2.18
,654	317	307,190,969	24,922,959	563	674,334,602	10,294,305*	1.53*
667	537	270,327,356	21,159,810	1,175	661,443,611	3,693,143*	.56*
,204	97	467,678,715	35,470,133	139	1,208,916,746	3,170,066	.26
,480	180	100,516,066	19,188,626	304	283,547,280	2,964,146*	1.05*
,639	122	48,347,553	6,981,129	266	109,027,370	819,490*	.75*
039	5,746	602,867,791	61,538,645	12,751	1,810,418,097	17,780,394	.98
,167	443	40,802,052	8,485,408	766	103,809,697	499,241*	.48*

[fol. 1183] GOVERNMENT'S EXHIBIT No. 17

Copy

Pittsburgh Coal Company, Pittsburgh, Pa.

Hal E. Booth, Vice-President

May 18, 1932.

Mr. John Lord O'Brien, Assistant to the Attorney General, Department of Justice, Washington, D. C.

DEAR SIR: Mr. J. D. A. Morrow has asked me to reply to your letter addressed to him on May 13th. His reason for asking me to answer it is because I happened to have been the chairman of a committee which considered, for the Pittsburgh District, a regional sales plan. A brief history of the consideration given to some sales plan follows:

On January 6, 1932, a committee of operators local to Pittsburgh met for a general discussion, out of which developed a sentiment in favor of a thorough canvas of the situation in the Pittsburgh District, to see if some regional sales plan might not be developed to conform to conditions existing here. A committee of nine members, six being representative operators and three lawyers, was appointed to make a study. Three full days were spent by this committee on January 11th, 12th and 13th, in studying regional sales plans and in trying to develop one that would conform to the needs of the coal operators in the Pittsburgh District; two other full days were devoted to the subject on January 27th and 28th. On the latter day, the committee learned of a telegram sent to Appalachian Coals, Inc. by your office. The committee saw no need at that time for giving the matter further consideration, and therefore adjourned without taking any action. There the matter now rests.

The producing territory involved was not definitely outlined, but in general consisted of what is known as the Pittsburgh District, or that district immediately adjacent to the city of Pittsburgh. There was one circular letter and questionnaire prepared; this was sent to about seventy-five operators; copy of the circular letter and a copy of the questionnaire are attached. No booklets were printed, no publications were issued, and no formal resolutions were recorded.

We are sending a copy of this letter to Mr. J. D. Francis, President of Appalachian Coa*n*s, Inc.

Yours very truly, (S.) Hal E. Booth, Vice-President.

[fol. 1184] Hal E. Booth, Chairman Committee, Vice-President, Pittsburgh Coal Co.

C. F. Taplin, Attorney North American Coal Corp. J. T. M. Stoneroad, President Carnegie Coal Corp. H. L. Findlay, Vice-President Y. & O. Coal Co. Don Rose, Attorney Pittsburgh Coal Co. Geo. B. Seyms, Gen. Sales Mgr. Westmoreland Coal Co. Frank B. Miller, Sales Mgr. Keystone Coal & Coke Co.

Regional Sales Subcommittee for Western Pennsylvania

Headquarters: Duquesne Club, Pittsburgh

January 12, 1932.

On December 3, 1931, there was held in New York City, a conference of representative coal men for the purpose of recommending some plan by which the coal industry might be stabilized, or at least greatly improved. At that meeting it was determined that the quickest way to accomplish the purpose was to establish regional sales companies, and to that end, committees were appointed for each district throughout the country.

The committee for Western Pennsylvania met on January 6, 1932, and appointed a sub-committee of nine members consisting of sales executives and their legal advisors. This committee now addresses you as an operator in this district, having a vital interest in the development of the regional sales plan outlined in the enclosed pamphlet approved by the New York Conference referred to. One of the first essentials of this committee's deliberations is a complete knowledge of the coal actually produced in 1929, 1930 and 1931 at each operating mine, also the potential capacity of each mine in the district. The committee asks you to supply your part of the information, by answering and returning the enclosed questionnaire by Saturday, January 16th, 1932. In the eyes of the committee, the promptness of your response must obviously be considered as a measure of

your interest in the effort to develop for this district, a regional sales plan.

Yours very truly, (S.) Hal E. Booth, Chairman.

[fol. 1185] Copy

Separate Report for Each Mine

Questionnaire for Use Solely by the Pittsburgh District Regional Sales Committee

Date: —— — ——.
Number: ——.
Information Supplied by: —— ——, Producer.
Name of Mine: ——.
Location: ——.
Railroad: ——.

	1929	1930	1931
Coal tonnage shipped to market	.....	.....	.....
Number of days worked	.....	.....	.....
How much of above tonnage did not enter into competitive market?	.....	.....	.....
How much of above tonnage moved to Market by truck?	.....	.....	.....

Give your own estimate of tonnage of coal this mine can produce and ship to market on full operating time of 300 days per year.

Mail to Regional Sales Subcommittee of Western Pennsylvania, Duquesne Club, Pittsburgh, Pa., before January 16th, 1932.

[fol. 1186] GOVERNMENT'S EXHIBIT No. 18

Harlan County Production

Year	Tonnage as per Def'ts' Ex. 1, Table VIII (Bureau of Mines)	Tonnage upon which cost of production is computed In Def'ts' Ex. 16 for Identification	Percentage of total
1927	13,667,443 tons	4,912,926 tons	35.9%
1928	14,427,444 "	5,824,664 "	40.3%
1929	14,093,453 "	5,784,902 "	41.0%
1930	12,742,062 "	4,798,880 "	37.6%

[fol. 1187] GOVERNMENT'S EXHIBIT No. 18A

Harlan County Realization

(Prices f.o.b. Mines)

Comparative analysis of Defendants' Exhibit 16, indicating that in 42 months out of 48, the Bureau of Mines figures (Defendants' Exhibit 1) show a higher realization per ton per month in Harlan County than is shown by Defendants' Exhibit 16.

Year	I Realization as per Def'ts' Exhibit #1 (Bureau of Mines)	II Realization as per Def'ts' Exhibit 16 for identification	
		More than col. 1	Less than col. 1
1927	1.88 per ton	2 mos [1]	10 mos
1928	1.78 per ton	.....	12 mos
1929	1.73 per ton	2 mos [2]	10 mos
1930	1.64 per ton	2 mos [3]	10 mos

[1]	Jan.	$1.951
	Sep.	1.886
[2]	Feb.	1.767
	Dec.	1.737
[3]	Jan.	1.745
	Feb.	1.665

[fol. 1188] GOVERNMENT'S EXHIBIT No. 19

Analysis of Data from Which Defendants' Exhibit #17 Was Prepared, Showing Number of Companies Included and Variation in Cost of Production of Operators in Williamson District

	No. of companies reporting	Lowest	Highest	% by which highest exceeds lowest
1927	30	1.36	2.30	69%
1928	23	1.18	2.08	76%
1929	23	1.14	1.78	56%
1930	24	1.15	1.91	66%
1931	16	.85	1.33	56%
January, 1932	15	.77	1.43	86%
February, 1932	15	.61	1.27	108%
March, 1932	15	.75	1.20	60%
April, 1932	14	.77	1.23	60%
May, 1932	14	.76	1.46	92%

[fol. 1189] (MEMO. OF CLERK.—There is no original Government's Exhibit No. 20 on file with the papers in this case.)

[fol. 1190] GOVERNMENT'S EXHIBIT NO. 21

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation

It is hereby stipulated by and between the petitioner and the defendants in the above cause as folows:

1. That the defendants' 1929 shipments of bituminous coal (other than railroad fuel) to South Carolina were 53.3% of the total 1929 receipts of bituminous coal (other than railroad fuel) in that State;

2. That the defendants' 1929 shipments of bituminous coal (other than railroad fuel) to North Carolina were 52.3% of the total 1929 receipts of bituminous coal (other than railroad fuel) in that State;

3. That the defendants' 1929 shipments of bituminous coal (other than railroad fuel) to Georgia were 45.7% of the total 1929 receipts of bituminous coal (other than railroad fuel) in that State;

4. That the defendants' 1929 rail shipments of bituminous coal to Michigan were 43.2% of the total 1929 rail receipts of bituminous coal (other than receipts from captive mines) in that State;

[fol. 1191] 5. That the defendants' 1929 rail shipments of bituminous coal to Ohio were 33.7% of the total 1929 rail receipts of bituminous coal (other than receipts from captive mines) in that State;

6. That the defendants' 1929 shipments of bituminous coal to Indiana (outside the Chicago district) were 33.8% of the total 1929 receipts of bituminous coal (other than receipts from captive mines) in that State.

John Lord O'Brian, Assistant to the Attorney General, Counsel for Petitioner. William J. Donovan, Counsel for Defendants.

[fol. 1192] GOVERNMENT'S EXHIBIT No. 22

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation

It is hereby stipulated by and between the petitioner and the defendants in the above cause, as follows:

1. That the 1929 production of the region in which the defendants' mines lie, called in the petition Appalachian territory, was 95,100,000 tons, and that the defendants' 1929 production was 74.4% of the total production in said region, excluding captive mines;

2. That there are certain outlying areas with a 1929 production of about 12,675,000 tons which are included in the figure of 107,775,043 tons given in Table VI of defendants' Exhibit 1 as total production of "Appalachian Coals, Inc., Districts"; that of said production of 107,775,043 tons, the defendants' production was 53.8% and, omitting captive mines, was 64.3%;

3. That the heading "Territory from which Appalachian Coals, Inc., will ship coals" in defendants' Exhibits 2 and 3, and the shipments, percentages, freight rates and production shown thereunder, substantially correspond to the area for which Appalachian Coals, Inc., has agreed to act as a selling agent, and does not include any substantial [fol. 1193] part of the outlying areas previously mentioned having a 1929 production of Approximately 12,675,000 tons.

John Lord O'Brian, the Assistant to the Attorney General, Counsel for Petitioner. William J. Donovan, Counsel for Defendants.

[fol. 1194] DEFENDANTS' EXHIBIT No. 1

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation

It is hereby stipulated by and between the petitioner and the defendants in the above cause, as follows:

1. That the annual production of bituminous coal, net tons, and average annual production by decades in the United States, 1822 to 1930, inclusive, are as shown in Table I attached hereto.

2. That the production of bituminous coal, net tons, by States, for the years 1914 to 1931, inclusive, is as shown in Table II attached hereto.

3. That the production of bituminous coal, net tons, in states east of the Mississippi River, by Coal Commission Fields, 1923 to 1930, inclusive, together with the percentage of output from these Fields included in Appalachian Coals, Inc., is as shown in Table III attached hereto.

4. That the production, imports, exports, and home consumption of bituminous coal, 1910-1931, in net tons, is as shown in Table IV attached hereto.

5. That the production, number of employees, average realization, and average annual spot price of bituminous coal per net ton, 1906 to 1931, inclusive, is as shown in Table V attached hereto.

[fol. 1195] 6. That the distribution of bituminous coal by producing districts and consuming states, together with percentage of each state's total receipts originating in territory of Appalachian Coals, Inc., for the year 1929, in short tons, is as shown in Table VI attached hereto.

7. That the number and production of commercial bituminous coal mines in the United States in the years 1921, 1925 and 1930, by classes and size classes is as shown in Table VII attached hereto.

8. That the tonnage and realization by Appalachian Coals Counties for the years 1926 to 1930, inclusive, is as shown in Table VIII attached hereto.

9. That the terms used in the Stipulation shall have the meaning ascribed to them in the Petition.

John Lord O'Brian, Assistant to the Attorney General, Attorney for Petitioner. E. R. Greeves, Attorney for Defendants.

[fol. 1196]

TABLE I

Annual Production of Bituminous Coal, Net Tons, and Average Annual Production by Decades in the United States, 1822 to 1930, Inclusive

Year	Production	Year	Production
1822	54,000	1831	120,100
1823	60,000	1832	146,500
1824	67,040	1833	133,750
1825	75,000	1834	136,500
1826	88,720	1835	134,000
1827	94,000	1836	142,000
1828	100,408	1837	182,500
1829	102,000	1838	445,452
1830	104,800	1839	552,038
		1840	1,102,931
Total	745,968	Total	3,095,771
Average Annual Production	82,885	Average Annual Production	309,577
1841	1,108,700	1851	3,253,460
1842	1,244,494	1852	3,664,707
1843	1,504,121	1853	4,169,862
1844	1,672,045	1854	4,582,227
1845	1,829,872	1855	4,784,919
1846	1,977,707	1856	5,012,146
1847	1,735,062	1857	5,153,622
1848	1,968,032	1858	5,548,376
1849	2,453,497	1859	6,013,404
1850	2,880,017	1860	6,494,200
Total	18,373,547	Total	48,676,923
Average Annual Production	1,837,355	Average Annual Production	4,867,692
1861	6,688,358	1871	27,543,023
1862	7,790,725	1872	27,220,233
1863	9,533,742	1873	31,449,643
1864	11,066,474	1874	27,787,130
1865	11,900,427	1875	29,862,554
1866	13,352,400	1876	30,486,755
1867	14,722,313	1877	34,841,444
1868	15,858,555	1878	36,245,918
1869	15,821,226	1879	37,898,006
1870	17,371,305	1880	42,831,758
Total	124,105,525	Total	326,166,464
Average Annual Production	12,410,553	Average Annual Production	32,616,646
[fol. 1197]			
1881	53,961,012	1891	117,901,238
1882	68,429,933	1892	126,856,567
1883	77,250,680	1893	128,385,231
1884	82,998,704	1894	118,820,405
1885	72,824,321	1895	135,118,193
1886	74,644,981	1896	137,640,276
1887	88,562,314	1897	147,617,519
1888	102,040,093	1898	166,593,623
1889	95,682,543	1899	193,323,187
1890	111,302,322	1900	212,316,112
Total	827,696,903	Total	1,484,572,351
Average Annual Production	82,769,690	Average Annual Production	148,457,235

Year	Production
1901	225,828,149
1902	260,216,844
1903	282,749,348
1904	278,659,689
1905	315,062,785
1906	342,874,867
1907	394,759,112
1908	332,573,944
1909	379,744,257
1910	417,111,142
Total	3,229,580,137
Average Annual Production	322,958,014
1921	415,921,950
1922	422,268,099
1923	564,564,662
1924	483,686,538
1925	520,052,741
1926	573,366,985
1927	517,763,352
1928	500,744,970
1929	534,988,593
1930	467,526,299
Total	5,000,884,189
Average Annual Production	500,088,419

Year	Production
1911	405,907,059
1912	450,104,982
1913	478,435,297
1914	422,703,970
1915	442,624,426
1916	502,519,682
1917	551,790,563
1918	579,385,820
1919	465,860,058
1920	568,666,683
Total	4,867,998,540
Average Annual Production	486,799,854
1931 (Estimated)	378,110,000

Authority: Annual Coal Reports U. S. Bureau of Mines.

(Here follow Tables II and III, side folios 1198 and 1199)

[fol. 1198]

TABLE II

Production of Bituminous Coal by States, Years 1914-1931
(Net Tons)

State	1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926
Ala.	15,593,422	14,927,937	18,086,197	20,068,074	19,184,962	15,536,721	16,294,099	12,568,899	18,324,740	20,457,649	19,130,184	20,004,395	21,000
Alaska	.....	1,400	13,073	53,955	75,606	60,674	61,111	76,817	79,275	119,826	99,663	82,868	87
Arizona	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Arkansas	1,836,540	1,652,106	1,994,915	2,143,579	2,227,369	1,429,020	2,103,596	1,227,777	1,110,046	1,296,892	1,451,503	1,220,039	1,450
Cal., Idaho & Oregon	65,532	51,734	49,832	34,750	19,728	25,293	23,470	38,845	26,893	20,066	16,953	12,625	18
Colorado	8,170,559	8,624,980	10,484,237	12,483,336	12,407,571	10,323,420	12,278,225	9,122,760	10,019,597	10,346,218	10,444,098	10,310,551	10,637
Georgia	166,498	134,496	173,554	119,028	66,716	53,337	50,156	33,815	60,636	75,620	74,947	66,174	59
Illinois	57,589,197	58,829,576	66,195,336	86,199,387	89,291,105	60,862,608	88,724,893	69,602,763	58,467,736	79,310,075	68,323,281	66,909,359	69,360
Indiana	16,641,132	17,006,152	20,093,528	26,539,329	30,678,634	20,912,288	29,350,585	20,319,509	19,132,889	26,229,099	21,480,213	21,224,966	23,180
Iowa	7,451,022	7,614,143	7,260,800	8,965,830	8,192,195	5,624,692	7,813,916	4,531,392	4,335,161	5,710,735	5,468,450	4,714,843	4,625
Kansas	6,860,988	6,824,474	6,881,455	7,184,974	7,561,947	5,224,724	5,926,408	3,466,641	2,955,170	4,443,149	4,247,733	4,524,251	4,410
Kentucky	20,382,763	21,361,674	25,393,997	27,807,971	31,612,617	30,036,061	35,690,762	31,588,270	42,134,175	44,777,317	45,147,204	55,068,670	62,624
Maryland	4,133,547	4,180,477	4,460,046	4,745,924	4,497,297	3,021,686	4,065,239	1,827,740	1,222,707	2,285,926	2,133,703	2,694,572	3,078
Michigan	1,283,030	1,156,138	1,180,360	1,374,805	1,464,818	996,545	1,489,765	1,141,715	929,390	1,172,075	831,020	808,233	680
Missouri	3,935,980	3,811,593	4,742,146	5,670,549	5,667,730	3,979,798	5,369,565	3,551,621	2,924,750	3,403,151	2,480,880	2,694,215	3,006
Montana	2,805,173	2,789,755	3,632,257	4,226,689	4,532,505	3,236,369	4,413,866	2,733,958	2,572,221	3,147,678	2,905,365	3,043,686	2,797
New Mexico	3,877,689	3,817,940	3,793,011	4,000,527	4,023,239	3,138,756	3,683,440	2,453,482	3,147,173	2,915,173	2,786,063	2,556,851	2,817
No. Carolina	.....	.....	.....	.....	1,420	6,989	11,540	23,438	78,570	36,019	57,094	65,153	57
No. Dakota	506,685	528,078	634,912	790,548	719,733	840,959	948,625	864,903	1,327,564	1,385,400	1,200,527	1,324,620	1,370
Ohio	18,843,115	22,434,691	34,728,219	40,748,734	45,812,943	35,876,682	45,878,191	31,942,776	26,953,791	40,546,443	30,473,007	28,034,112	27,872
Oklahoma	3,988,613	3,693,580	3,608,011	4,386,844	4,813,447	3,802,113	4,849,288	3,362,623	2,802,511	2,885,038	2,329,615	2,325,840	2,842
Penna	147,983,294	157,955,137	170,295,424	172,448,142	178,550,741	150,758,154	170,607,847	116,013,942	113,148,308	171,879,913	130,633,773	136,928,019	153,041
So. Dakota	11,850	10,593	8,886	8,042	7,942	14,417	12,777	7,553	7,752	10,379	12,043	14,447	114
Tenn	5,943,258	5,730,361	6,137,449	6,194,221	6,831,048	5,213,205	6,662,428	4,460,326	4,876,774	6,040,268	4,556,555	5,454,011	5,788
Texas	2,323,773	2,088,908	1,987,503	2,355,815	2,261,135	1,680,656	1,615,015	972,839	1,106,007	1,187,329	1,147,011	1,008,375	1,091
Utah	3,103,036	3,108,715	3,567,428	4,125,230	5,136,825	4,631,323	6,005,199	4,078,784	4,992,008	4,720,217	4,488,157	4,690,342	4,373
Virginia	7,959,535	8,122,596	9,707,474	10,087,091	10,289,808	9,326,830	11,378,606	7,492,378	10,491,174	11,761,643	10,693,464	12,799,443	14,133
Washington	3,064,820	2,429,095	3,038,588	4,009,902	4,082,212	2,990,447	3,757,093	2,428,722	2,581,165	2,926,392	2,653,667	2,537,890	2,586
West Va	71,707,626	77,184,069	86,460,127	86,441,667	89,935,839	79,036,553	89,970,707	72,786,996	80,488,192	107,899,941	101,662,897	122,380,959	143,509
Wyoming	6,475,293	6,554,028	7,910,647	8,575,619	9,438,688	7,219,738	9,630,271	7,200,666	5,971,724	7,575,031	6,757,468	6,553,232	6,512
Other states (a)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	422,703,970	442,624,426	502,519,682	551,790,563	579,385,820	465,860,058	568,666,683	415,921,950	422,268,099	564,564,662	483,686,538	520,052,741	573,366

(a) Other states including Alaska, Arizona, California, Georgia, Idaho, North Carolina, Oregon, and South Dakota.
(b) Included in other states.
Authority: Reports of the U. S. Bureau of Mines.

States, Years 1914-1931

1922	1923	1924	1925	1926	1927	1928	1929	1930	1931 (est.)
324,740	20,457,649	19,130,184	20,004,395	21,000,962	19,765,866	17,621,362	17,943,923	15,570,058	11,620,000
79,275	119,826	99,663	82,868	87,300	104,300	126,100	100,610	120,100	(b)
.....	.....	.....	.....	624	4,583	3,600	10,132	9,084	(b)
110,046	1,296,892	1,451,503	1,220,039	1,459,017	1,548,834	1,660,973	1,695,108	1,533,434	1,238,000
26,893	20,066	16,953	12,625	18,708	27,841	23,888	10,322	18,538	(b)
019,597	10,346,218	10,444,098	10,310,551	10,637,225	9,724,075	9,847,707	9,920,741	8,196,910	6,444,000
60,636	75,620	74,947	66,174	59,869	76,712	58,390	44,636	7,092	(b)
467,736	79,310,075	68,323,281	66,909,359	69,366,923	46,848,224	55,948,199	60,657,641	53,731,230	44,105,000
132,889	26,229,099	21,480,213	21,224,966	23,186,006	17,935,758	16,378,580	18,344,358	16,489,962	13,310,000
335,161	5,710,735	5,468,450	4,714,843	4,625,487	2,949,622	3,683,635	4,241,069	3,892,571	3,305,000
955,170	4,443,149	4,247,733	4,524,251	4,416,480	3,443,762	2,809,724	2,975,971	2,429,929	1,995,000
134,175	44,777,317	45,147,204	55,068,670	62,624,462	69,123,998	61,860,379	60,462,600	51,208,995	39,890,000
222,707	2,285,926	2,133,703	2,694,572	3,078,353	2,814,842	2,686,979	2,649,114	2,270,593	1,950,000
929,390	1,172,075	831,020	808,233	686,707	756,763	617,342	804,869	661,113	393,000
924,750	3,403,151	2,480,880	2,694,215	3,008,495	3,064,343	3,732,421	4,030,311	3,853,150	3,269,000
572,221	3,147,678	2,905,365	3,043,686	2,797,760	3,143,638	3,324,195	3,407,526	3,022,004	2,210,000
147,173	2,915,173	2,786,063	2,556,851	2,817,923	2,935,539	2,711,851	2,622,769	1,969,433	1,520,000
78,570	36,019	57,094	65,153	57,939	53,377	60,860	52,180	28,500	(b)
327,564	1,385,400	1,200,527	1,324,620	1,370,244	1,527,939	1,649,930	1,862,130	1,700,157	1,610,000
953,791	40,546,443	30,473,007	28,034,112	27,872,488	15,799,697	15,641,225	23,689,477	22,551,978	21,440,000
802,511	2,885,038	2,329,615	2,325,840	2,842,673	3,818,054	3,501,325	3,774,080	2,793,954	1,880,000
148,308	171,879,913	130,633,773	136,928,019	153,041,638	132,964,639	131,202,163	143,516,241	124,462,787	97,276,000
7,752	10,379	12,043	14,447	114,428	12,507	13,929	12,854	12,810	(b)
876,774	6,040,268	4,556,555	5,454,011	5,788,741	5,783,367	5,610,959	5,405,464	5,130,428	4,170,000
106,007	1,187,329	1,147,011	1,008,375	1,091,158	1,326,385	1,182,034	1,100,668	833,872	850,000
992,008	4,720,217	4,488,157	4,690,342	4,373,793	4,781,480	4,842,544	5,160,521	4,257,541	3,330,000
491,174	11,761,643	10,693,464	12,799,443	14,133,386	12,916,042	11,900,933	12,748,306	10,907,377	9,650,000
581,165	2,926,392	2,653,667	2,537,890	2,586,568	2,635,062	2,519,901	2,521,327	2,301,928	1,810,000
488,192	107,899,941	101,662,897	122,380,959	143,509,340	145,122,447	132,952,159	138,518,855	121,672,638	99,769,000
971,724	7,575,031	6,757,468	6,553,232	6,512,288	6,753,656	6,571,683	6,704,790	6,088,133	5,006,000
.....	.....	.....	.....	.....	.....	.....	.....	.....	70,000
268,099	564,564,662	483,686,538	520,052,741	573,366,985	517,763,352	500,744,970	534,988,593	467,526,299	378,110,000

TABLE III

Production of Bituminous Coal in States East of Mississippi River by Coal Commission Fields, 1923-1930, Inclusive
(Net Tons)

State, General Name of Field	1923		1924		1925		1926		1927		1928		No.
	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	
Appalachian Coals Territory:													
Ky.-W. Va., Kenova	38	2,103,000	26	2,545,000	23	2,908,000	26	3,299,000	27	3,606,000	23	3,205,000	
Do., Thacker	89	6,149,000	61	6,566,000	67	7,965,000	67	8,967,000	62	8,407,000	56	7,642,000	
West Va., Kanawha	285	12,741,000	109	6,370,000	171	14,499,000	174	18,299,000	170	18,654,000	134	17,040,000	
Do., Logan	155	12,831,000	125	16,604,000	113	19,255,000	109	20,627,000	97	21,510,000	87	17,685,000	
Virginia, Southwestern	123	8,148,000	78	7,179,000	75	8,618,000	81	9,807,000	69	9,070,000	58	8,097,000	
Kentucky, Northeast	225	9,602,000	185	11,333,000	166	14,061,000	177	14,678,000	171	14,675,000	125	12,969,000	
Do., Hazard	128	6,660,000	92	6,814,000	93	7,625,000	91	8,775,000	87	8,521,000	81	7,832,000	
Do., Harlan	75	8,752,000	65	9,572,000	71	11,440,000	74	13,160,000	69	13,744,000	61	14,564,000	
Ky.-Tenn., Southern Appalachian	221	6,765,000	145	5,895,000	140	6,573,000	133	7,362,000	125	7,511,000	104	7,036,000	
Do., Jellico	55	1,003,000	42	1,055,000	32	1,009,000	20	856,000	28	854,000	23	777,000	
Total	1,394	74,754,000	928	73,933,000	951	93,953,000	952	105,830,000	905	106,552,000	752	96,847,000	
Pennsylvania, Pittsburgh	452	42,209,000	317	30,965,000	274	25,121,000	267	29,575,000	275	23,046,000	240	27,505,000	
Do., Connellsville	312	37,882,000	208	29,809,000	211	35,010,000	210	40,010,000	182	36,483,000	149	35,546,000	
Do., Westmoreland-Ligonier	171	14,563,000	125	11,104,000	115	13,939,000	128	14,777,000	104	13,762,000	86	11,052,000	
Do., Freeport–Thick and Thin	123	12,338,000	103	7,946,000	89	8,089,000	102	9,100,000	96	6,602,000	89	7,559,000	
Do., Butler-Mercer	110	2,587,000	87	2,009,000	76	2,640,000	80	2,566,000	77	2,569,000	69	2,312,000	
Do., Blossburg	20	496,000	20	301,000	15	234,000	16	236,000	12	196,000	12	151,000	
Do., Broad Top	63	1,430,000	57	1,149,000	55	1,284,000	46	1,546,000	43	944,000	39	970,000	
Do., Somerset	232	5,772,000	168	5,617,000	167	6,730,000	159	7,144,000	143	7,158,000	125	6,651,000	
Do., Central Pa	1,385	54,364,000	1,037	41,734,000	972	43,881,000	955	48,088,000	898	42,205,000	748	39,465,000	
Maryland-W. Va., Maryland-Potomac	159	3,890,000	133	3,211,000	125	4,305,000	136	4,860,000	119	4,612,000	114	4,229,000	
West Va., Fairmont	309	22,883,000	203	16,965,000	192	19,433,000	217	25,955,000	204	27,062,000	164	23,918,000	
Ohio-West Va., Panhandle-Pittsburgh No. 8	233	25,529,000	204	21,388,000	186	21,697,000	175	21,759,000	190	14,799,000	175	15,530,000	
Do., Pomeroy	41	1,309,000	30	299,000	27	714,000	27	978,000	31	1,142,000	28	872,000	
West Va., Putnam County	10	345,000	4	86,000	3	237,000	2	346,000	3	413,000	3	429,000	
Do., Tug River	87	4,555,000	70	5,351,000	68	6,384,000	69	7,915,000	66	7,856,000	55	7,691,000	
Va.-West Va., Pocahontas	107	16,481,000	92	17,143,000	96	19,904,000	92	21,748,000	86	18,931,000	82	18,959,000	
West Va., Winding Gulf	78	7,228,000	72	8,055,000	71	9,316,000	70	11,049,000	68	11,289,000	60	11,089,000	
Do., New River	145	8,810,000	119	8,775,000	117	10,907,000	119	12,502,000	118	13,114,000	110	13,079,000	
Do., Coal River	29	1,397,000	22	1,566,000	24	2,036,000	21	2,192,000	20	2,674,000	13	2,250,000	
Do., Coal and Coke	39	1,158,000	14	904,000	22	1,112,000	16	993,000	12	1,026,000	10	981,000	
Do., Preston County	58	1,937,000	41	1,397,000	38	1,779,000	47	1,861,000	39	1,687,000	35	1,638,000	
Do., Taylor Cty., Jr., Philippi & Gauley	176	6,140,000	206	7,857,000	119	5,347,000	123	6,510,000	120	6,718,000	92	5,074,000	
Virginia, Clinch Valley	34	2,464,000	29	2,141,000	27	2,417,000	21	2,610,000	21	2,358,000	18	2,272,000	
Do., Upper New River & Richmond Basin	8	217,000	6	186,000	7	267,000	4	264,000	7	159,000	7	172,000	
Ohio, Massillon, Palmyra & Lisbon	90	2,815,000	96	1,563,000	82	1,695,000	79	1,977,000	86	1,507,000	97	1,359,000	
Do., Coshocton-Goshen	155	3,174,000	140	2,639,000	128	2,209,000	118	1,760,000	117	1,602,000	152	1,807,000	
Do., Cambridge	55	4,780,000	42	3,401,000	38	1,644,000	42	1,882,000	46	1,029,000	42	891,000	
Do., Crooksville	60	1,015,000	55	712,000	42	747,000	38	653,000	36	394,000	56	375,000	
Do., Hocking	241	7,517,000	181	5,494,000	142	4,875,000	146	4,904,000	114	2,152,000	85	1,684,000	
Do., Jackson and Ironton	89	610,000	55	448,000	45	395,000	50	335,000	44	366,000	49	385,000	
Kentucky, Western Kentucky	172	10,890,000	164	9,020,000	161	12,187,000	152	15,464,000	162	21,205,000	147	16,277,000	
Tennessee, Rockwood-Soddy	89	2,563,000	61	1,746,000	47	2,122,000	37	2,205,000	38	2,096,000	41	2,067,000	
Do., Fentress	13	541,000	10	387,000	7	751,000	7	754,000	7	817,000	6	778,000	
Alabama, Big Seam Group	45	5,954,000	42	5,525,000	46	6,022,000	46	6,602,000	48	6,329,000	43	5,628,000	
Ala.-Ga., Cahaba Group	109	5,846,000	95	5,463,000	102	5,800,000	99	6,076,000	94	5,501,000	92	5,096,000	
Alabama, Pratt Group	137	8,696,000	103	8,217,000	92	8,248,000	83	8,383,000	90	8,013,000	78	6,955,000	
Indiana, Indiana	272	25,793,000	219	21,204,000	187	21,068,000	184	22,912,000	189	17,641,000	157	16,235,000	
Do., Brazil Block	29	345,000	29	276,000	16	157,000	21	274,000	18	295,000	12	143,000	
Illinois, Northern Illinois	60	2,334,000	50	1,953,000	45	1,753,000	46	1,747,000	47	1,023,000	50	1,265,000	
Do., Fulton-Peoria	119	4,190,000	116	3,591,000	120	3,510,000	154	3,571,000	157	3,180,000	160	4,020,000	
Do., Danville	32	4,178,000	30	3,391,000	29	3,424,000	37	3,104,000	34	2,751,000	41	3,390,000	
Do., Central Illinois	108	25,205,000	90	20,994,000	86	21,077,000	81	20,983,000	82	12,255,000	80	15,416,000	
Do., Belleville	106	10,193,000	82	7,695,000	78	6,153,000	85	7,305,000	92	6,213,000	88	6,263,000	
Do., Murphysboro	10	557,000	6	692,000	7	609,000	8	556,000	10	382,000	11	518,000	
Do., Southern Illinois	140	32,595,000	114	30,007,000	101	30,383,000	104	32,101,000	123	21,044,000	117	25,077,000	
Michigan, Michigan	13	1,172,000	9	831,000	10	808,000	9	687,000	8	757,000	7	617,000	
Total	6,525	447,495,000	5,156	361,207,000	4,707	378,420,000	4,728	418,819,000	4,576	363,357,000	4,134	355,631,000	3,
Grand total	7,919	522,249,000	6,084	435,140,000	5,658	472,373,000	5,680	524,649,000	5,481	469,909,000	4,886	452,478,000	4,
Per cent output from fields included in Appalachian Coals, Incorporated		14.3		17.0		19.9		20.2		22.7		21.4	

TABLE III

Production of Bituminous Coal in States East of Mississippi River by Coal Commission Fields, 1923-1930, Inclusive
(Net Tons)

1923	1924		1925		1926		1927		1928		1929		1930	
Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output	No. Mines	Output
2,103,000	26	2,545,000	23	2,908,000	26	3,299,000	27	3,606,000	23	3,205,000	17	3,111,000	19	2,734,000
6,149,000	61	6,566,000	67	7,965,000	67	8,967,000	62	8,407,000	56	7,642,000	46	8,909,000	44	7,554,000
12,741,000	109	6,370,000	171	14,499,000	174	18,299,000	170	18,654,000	134	17,040,000	110	17,331,000	110	15,217,000
12,831,000	125	16,604,000	113	19,255,000	109	20,627,000	97	21,510,000	87	17,685,000	72	18,581,000	74	16,806,000
8,148,000	78	7,179,000	75	8,618,000	81	9,807,000	69	9,070,000	58	8,097,000	62	8,302,000	58	6,969,000
9,602,000	185	11,333,000	166	14,061,000	177	14,678,000	171	14,675,000	125	12,969,000	115	13,669,000	105	12,032,000
6,660,000	92	6,814,000	93	7,625,000	91	8,775,000	87	8,521,000	81	7,832,000	73	7,424,000	70	6,588,000
8,752,000	65	9,572,000	71	11,440,000	74	13,160,000	69	13,744,000	61	14,564,000	57	14,340,000	58	13,051,000
6,765,000	145	5,895,000	140	6,573,000	133	7,362,000	125	7,511,000	104	7,036,000	102	6,821,000	96	5,946,000
1,003,000	42	1,055,000	32	1,009,000	20	856,000	28	854,000	23	777,000	23	709,000	22	573,000
74,754,000	928	73,935,000	951	93,953,000	952	105,830,000	905	106,552,000	752	96,847,000	677	99,197,000	656	87,470,000
42,209,000	317	30,965,000	274	25,121,000	267	29,575,000	275	23,046,000	240	27,505,000	225	33,414,000	200	31,077,000
37,882,000	208	29,809,000	211	35,010,000	210	40,010,000	182	36,483,000	149	35,546,000	140	36,647,000	122	27,768,000
14,563,000	125	11,104,000	115	13,939,000	128	14,777,000	104	13,762,000	86	11,052,000	79	11,600,000	77	9,782,000
12,338,000	103	7,946,000	89	8,089,000	102	9,100,000	96	6,602,000	89	7,559,000	85	9,860,000	72	9,148,000
2,587,000	87	2,009,000	76	2,640,000	80	2,566,000	77	2,569,000	69	2,312,000	64	1,760,000	65	1,329,000
496,000	20	301,000	15	234,000	16	236,000	12	196,000	12	151,000	12	178,000	14	216,000
1,430,000	57	1,149,000	55	1,284,000	46	1,546,000	43	944,000	39	970,000	39	1,218,000	38	1,049,000
5,772,000	168	5,617,000	167	6,730,000	159	7,144,000	143	7,158,000	125	6,651,000	109	6,350,000	111	5,949,000
54,364,000	1,037	41,734,000	972	43,881,000	955	48,088,000	898	42,205,000	748	39,465,000	692	42,490,000	637	38,144,000
3,890,000	133	3,211,000	125	4,305,000	136	4,860,000	119	4,612,000	114	4,229,000	103	4,371,000	108	3,773,000
22,883,000	203	16,965,000	192	19,433,000	217	25,955,000	204	27,062,000	164	23,918,000	136	23,739,000	125	19,991,000
25,529,000	204	21,388,000	186	21,697,000	175	21,759,000	190	14,799,000	175	15,530,000	168	18,769,000	166	16,587,000
1,309,000	30	299,000	27	714,000	27	978,000	31	1,142,000	28	872,000	26	687,000	26	593,000
345,000	4	86,000	3	237,000	2	346,000	3	413,000	3	429,000	3	444,000	3	358,000
4,555,000	70	5,351,000	68	6,384,000	69	7,915,000	66	7,856,000	55	7,691,000	54	8,441,000	52	7,835,000
16,481,000	92	17,143,000	96	19,904,000	92	21,748,000	86	18,931,000	82	18,959,000	81	22,738,000	79	18,461,000
7,228,000	72	8,055,000	71	9,316,000	70	11,049,000	68	11,289,000	60	11,089,000	59	11,593,000	61	10,701,000
8,810,000	119	8,775,000	117	10,907,000	119	12,502,000	118	13,114,000	110	13,079,000	101	13,602,000	105	13,246,000
1,397,000	22	1,566,000	24	2,036,000	21	2,192,000	20	2,674,000	13	2,250,000	11	2,276,000	11	1,922,000
1,158,000	14	904,000	22	1,112,000	16	993,000	12	1,026,000	10	981,000	7	860,000	6	765,000
1,937,000	41	1,397,000	38	1,779,000	47	1,861,000	39	1,687,000	35	1,638,000	29	1,638,000	25	1,334,000
6,140,000	206	7,857,000	119	5,347,000	123	6,510,000	120	6,718,000	92	5,074,000	76	4,536,000	84	4,161,000
2,464,000	29	2,141,000	27	2,417,000	21	2,610,000	21	2,358,000	18	2,272,000	17	2,462,000	16	2,119,000
217,000	6	186,000	7	267,000	4	264,000	7	159,000	7	172,000	8	269,000	9	239,000
2,815,000	96	1,563,000	82	1,695,000	79	1,977,000	86	1,507,000	97	1,359,000	90	1,487,000	84	1,470,000
3,174,000	140	2,639,000	128	2,209,000	118	1,760,000	117	1,602,000	152	1,807,000	145	2,096,000	136	1,673,000
4,780,000	42	3,401,000	38	1,644,000	42	1,882,000	46	1,029,000	42	891,000	45	2,310,000	42	2,455,000
1,015,000	55	712,000	42	747,000	38	653,000	36	394,000	56	375,000	54	528,000	52	597,000
7,517,000	181	5,494,000	142	4,875,000	146	4,904,000	114	2,152,000	85	1,684,000	97	3,803,000	86	3,897,000
610,000	55	448,000	45	395,000	50	335,000	44	366,000	49	385,000	52	397,000	45	445,000
10,890,000	164	9,020,000	161	12,187,000	152	15,464,000	162	21,205,000	147	16,277,000	144	14,437,000	134	10,915,000
2,563,000	61	1,746,000	47	2,122,000	37	2,205,000	38	2,096,000	41	2,067,000	35	2,121,000	32	1,887,000
541,000	10	387,000	7	751,000	7	754,000	7	817,000	6	778,000	7	673,000	7	648,000
5,954,000	42	5,525,000	46	6,022,000	46	6,602,000	48	6,329,000	43	5,628,000	50	6,031,000	46	5,855,000
5,846,000	95	5,463,000	102	5,800,000	99	6,076,000	94	5,501,000	92	5,096,000	85	5,325,000	86	4,411,000
8,696,000	103	8,217,000	92	8,248,000	83	8,383,000	90	8,013,000	78	6,955,000	68	6,632,000	65	5,312,000
25,793,000	219	21,204,000	187	21,068,000	184	22,912,000	189	17,641,000	157	16,235,000	153	18,204,000	147	16,042,000
345,000	29	276,000	16	157,000	21	274,000	18	295,000	12	143,000	13	140,000	20	448,000
2,334,000	50	1,953,000	45	1,753,000	46	1,747,000	47	1,023,000	50	1,265,000	43	1,787,000	43	1,425,000
4,190,000	116	3,591,000	120	3,510,000	154	3,571,000	157	3,180,000	160	4,020,000	151	4,109,000	140	3,785,000
4,178,000	30	3,391,000	29	3,424,000	37	3,104,000	34	2,751,000	41	3,390,000	46	3,049,000	45	2,924,000
25,205,000	90	20,994,000	86	21,077,000	81	20,983,000	82	12,255,000	80	15,416,000	78	17,204,000	80	15,352,000
10,193,000	82	7,695,000	78	6,153,000	85	7,305,000	92	6,213,000	88	6,263,000	82	6,368,000	80	5,685,000
557,000	6	692,000	7	609,000	8	556,000	10	382,000	11	518,000	11	536,000	7	465,000
32,595,000	114	30,007,000	101	30,383,000	104	32,101,000	123	21,044,000	117	25,077,000	117	27,605,000	113	24,095,000
1,172,000	9	831,000	10	808,000	9	687,000	8	757,000	7	617,000	7	805,000	6	661,000
447,495,000	5,156	361,207,000	4,707	378,420,000	4,728	418,819,000	4,576	363,357,000	4,134	355,631,000	3,897	385,589,000	3,708	336,994,000
522,249,000	6,084	435,140,000	5,658	472,373,000	5,680	524,649,000	5,481	469,909,000	4,886	452,478,000	4,574	484,786,000	4,364	424,464,000
14.3		17.0		19.9		20.2		22.7		21.4		20.5		20.6

[fol. 1200]

TABLE IV

Production, Imports, Exports, and Home Consumption of Bituminous Coal, 1910–1931, in Net Tons

Year	Production	Imports	Exports	Additions to stocks (a)	Consumption in U. S.
1910	417,111,000	2,225,000	12,078,000	.....	407,258,000
1911	405,907,000	1,383,000	14,544,000	.....	392,746,000
1912	450,105,000	1,799,000	16,195,000	.....	435,709,000
1913	478,435,000	1,583,000	20,145,000	.....	459,873,000
1914	422,704,000	1,546,000	15,458,000	.....	408,792,000
1915	442,624,000	1,709,000	18,777,000	.....	425,556,000
1916	502,520,000	1,714,000	21,255,000	.....	482,979,000
1917	551,791,000	1,448,000	23,840,000	.....	529,399,000
1918	579,386,000	1,457,000	22,351,000	27,900,000	530,592,000
1919	465,860,000	1,012,000	20,114,000	−34,900,000	481,658,000
1920	568,667,000	1,245,000	38,517,000	22,800,000	508,595,000
1921	415,922,000	1,258,000	23,131,000	2,200,000	391,849,000
1922	422,268,000	5,060,000	12,413,000	−12,000,000	426,915,000
1923	564,565,000	1,882,000	21,454,000	26,000,000	518,993,000
1924	483,687,000	417,000	17,100,000	−17,000,000	484,004,000
1925	520,053,000	602,000	17,462,000	4,000,000	499,193,000
1926	573,367,000	486,000	35,272,000	6,000,000	532,581,000
1927	517,763,000	550,000	18,012,000	500,000	499,801,000
1928	500,745,000	547,000	16,164,000	−13,700,000	498,828,000
1929	534,989,000	495,000	17,429,000	−1,500,000	519,555,000
1930	467,526,000	241,000	15,877,000	−3,100,000	454,990,000
1931 (b)	378,110,000	197,000	12,126,000	−1,700,000	367,881,000

(a) Minus sign denotes withdrawal from stocks. Stock figures not available before 1918.

(b) Preliminary figures, subject to revision.

June 9, 1932.

[fol. 1201]

TABLE V

Production, Number of Employees, Average Realization, and Average Annual Spot Price of Bituminous Coal per Net Ton, 1906–1931

Year	Production	Number of employees	Average realization	Average spot price
1906	342,875,000	478,425	$1.11	$1.21
1907	394,759,000	513,258	1.14	1.18
1908	332,574,000	516,264	1.12	1.05
1909	379,744,000	Not available	1.07	1.04
1910	417,111,000	555,533	1.12	1.23
1911	405,907,000	549,775	1.11	1.07
1912	450,105,000	548,632	1.15	1.21
1913	478,435,000	571,882	1.18	1.23
1914	422,704,000	583,506	1.17	1.14
1915	442,624,000	557,456	1.13	1.12
1916	502,520,000	561,102	1.32	1.85
1917	551,791,000	603,143	2.26	3.25
1918	579,386,000	615,305	2.58	2.58
1919	465,860,000	621,998	2.49	2.59
1920	568,667,000	639,547	3.75	5.64
1921	415,922,000	663,754	2.89	2.55
1922	422,226,000	687,958	3.02	3.64
1923	564,565,000	704,793	2.68	2.77
1924	483,686,000	619,604	2.20	2.08
1925	520,053,000	588,493	2.04	2.06
1926	573,367,000	593,647	2.06	2.21
1927	517,763,000	593,918	1.99	1.99
1928	500,745,000	522,150	1.86	1.80
1929	534,989,000	502,993	1.78	1.79
1930	467,526,000	493,202	1.70	1.75
1931	378,110,000	Not available	Not available	*1.64

* January-September.

July 22, 1932.

Distribution of Bituminous C

Producing District	Production	Not Shipped	Total Shipments	Alabama	Arkansas	Delaware	Dist. of Columbia	Florida	Georgia	Chicago District	Illinois Other (*)	Indiana Other (*)	Iowa	Kansas
Kanawha, Logan and Kenova Thacker	50,575,135	870,588	49,704,547	.....	.....	22,000	63,595	4,051	4,453	1,755,503	520,601	3,773,045	484,230	933
Northeast Kentucky and McRoberts	14,494,750	260,208	14,234,542	50	.....	89	50	5,732	7,638	1,678,165	384,978	887,598	334,505	.....
Hazard	6,532,577	126,702	6,405,875	50	50	.....	.....	.....	.....	259,355	437,172	722,592	295,417	4,230
S. E. Ky., Harlan-Benham-Tennessee	24,686,703	552,367	24,134,336	173,973	450	.....	.....	101,584	2,160,992	3,679,233	390,968	948,263	436,909	222
Virginia	11,485,878	627,981	10,857,897	11,085	.....	51	29,302	33,993	368,450	57,287	116,496	152,659	70,628	898
Total Appalachian Coals, Inc., Districts	107,775,043	2,437,846	105,337,197	185,158	500	22,140	92,947	145,360	2,541,533	7,429,543	1,850,215	6,484,157	1,621,689	6,281
Western Penna. & W. Va. Panhandle	98,069,580	12,602,724	85,466,856	.....	.....	23,105	2,735	.....	.....	310,018	1,789	321	.....	.....
Northern West Virginia	28,165,305	807,638	27,357,667	.....	.....	59,353	54,192	.....	.....	67,409	11,532	44,548	10,954	899
Northern Ohio	18,268,341	2,311,981	15,956,360	.....	.....	.....	.....	.....	.....	318	.....	56,173	.....	.....
Southern Ohio	5,981,388	536,645	5,444,743	.....	.....	.....	.....	.....	.....	29,547	1,974	86,148	4,921	.....
Michigan	804,869	60,352	744,517	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Alabama	17,717,871	484,474	17,233,397x	9,118,794	93,459	.....	.....	341,334	459,463	.....	2,268	.....	.....	.....
Georgia (§)	44,636	715	43,921	.....	.....	.....	.....	.....	12,921	.....	.....	.....	.....	.....
Central Pennsylvania	45,169,326	5,061,087	40,108,239x	.....	.....	267,359	25,083	.....	.....	11,516	8,382	4,500	2,731	1,510
Somerset, Meyersdale, Cumberland-Piedmont	13,298,061	554,122	12,743,939x	.....	192	146,384	165,435	.....	.....	23,494	8,967	1,738	1,223	780
New River-Winding Gulf	26,704,725	535,120	26,169,605	.....	.....	475	718,858	20,582	3,494	5,205,975	443,904	518,457	84,488	285
Pocahontas-Tug River	30,773,413	469,542	30,303,871	111,154	.....	505	109,658	1,487	6,763	5,666,362	372,217	688,258	67,045	.....
Illinois	60,246,969	4,945,269	55,301,700x	.....	39,284	.....	.....	.....	.....	9,120,428	14,027,684	684,705	2,815,630	137,299
Indiana	18,468,426	956,759	17,511,667x	.....	.....	.....	.....	.....	.....	3,464,627	1,079,958	5,680,664	483,502	3,057
West Kentucky	14,553,087	655,059	13,898,028x	4,850	368,581	.....	.....	.....	400	925,018	1,418,172	382,911	941,391	81
States West of Mississippi River	50,511,568	4,617,761	45,893,807x	.....	228,775	.....	.....	.....	.....	.....	3,598	.....	1,887,633	2,217,793
Total Outside Appalachian Coals, Inc., Districts	428,777,565	34,599,248	394,178,317	9,234,798	730,291	497,181	1,075,961	363,403	483,041	24,824,712	17,380,445	8,148,423	6,299,518	2,361,704
Grand Total	536,552,608	37,037,094	499,515,514	9,419,956	730,791	519,321	1,168,908	508,763	3,024,614	32,254,255	19,230,660	14,632,580	7,921,207	2,367,985
Per cent from Appalachian Coals, Inc., Districts	20.0	6.6	21.1	2.0	.07	4.3	8.0	28.6	84.0	23.0	9.6	44.3	20.5	0.3

(*) Outside Chicago District.

(§) In order to separate Appalachian Coals, Inc., territory from the remaining territory East of the Mississippi, the figures for Georgia were taken out of the totals for Southeast Kentucky, Harlan-Benham-Tennessee and Georgia districts, as reported by the Bureau of Mines. The production, 44,636 tons, and the amount used locally, 715 tons, were obtained from COAL in 1929. The distribution of Georgia shipments between Georgia and Tennessee was obtained from the Bureau of Mines.

x Including coal shipped to States listed in Table II.

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Producti

Alabama.....
Central Pennsyl
Somerset - Mey
land Piedmon
Illinois.....
Indiana.....
West Kentucky
States West of M

Total...

Table VI

Distribution of Bituminous Coal by Producing Districts and Consuming States. Percentage of Each State's Total Receipts Originating in Territory of Appalachian Coals Inc.—1929, Short Tons., Table I

Indiana Other (*)	Iowa	Kansas	Kentucky	Louisiana	Maryland	Michigan	Minnesota	Mississippi	Missouri	Nebraska	New England	New Jersey	New York	North Carolina	Ohio	Pennsylvania
3,773,045	484,230	933	433,590	.....	31,171	7,750,172	49,556	.....	57,450	5,672	6,552	75,510	15,352	714,559	10,225,642	305,528
887,598	334,505	.....	747,097	.....	46	2,736,169	97,776	50	218,600	3,356	318	44	28,806	31,759	2,000,697	9,390
722,592	295,417	4,230	398,200	.....	.....	1,212,866	17,301	.....	2,331	1,389	.....	.....	.....	.....	1,418,548	9,845
948,263	436,909	222	1,170,176	355	.....	2,437,977	54,771	3,177	17,246	6,636	.....	.....	.....	589,273	1,857,166	408
152,659	70,628	896	32,963	45	30,737	385,107	17,714	.....	1,321	.....	789	314	758	861,954	439,361	4,480
6,484,157	1,621,689	6,281	2,782,026	400	61,954	14,522,291	237,118	3,227	296,948	17,053	7,659	75,868	44,916	2,197,545	15,941,414	329,651
321	.....	.....	.....	.....	171,457	228,775	.....	.....	.....	.....	352,197	892,178	7,021,843	.....	14,051,930	31,444,009
44,548	10,954	899	.....	.....	678,442	159,250	4,464	.....	99	226	291,101	910,970	2,222,661	.....	2,532,393	4,741,433
56,173	.....	.....	.....	.....	.....	250,460	.....	.....	.....	.....	.....	.....	542,920	.....	5,209,909	37,489
86,148	4,921	.....	.....	.....	.....	500,121	.....	.....	.....	.....	.....	.....	.....	.....	2,369,880	.....
.....	.....	.....	.....	.....	.....	262,305	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	495	293,108	50	.....	.....	884,737	40,256	.....	.....	.....	.....	.....	.....	56
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
4,500	2,731	1,510	.....	.....	257,633	6,422	1,036	.....	5,026	1,778	2,215,370	4,388,513	7,220,915	.....	226,444	6,231,446
1,738	1,223	780	.....	.....	1,313,480	6,189	3,041	.....	1,794	319	950,457	1,250,110	262,355	.....	179,557	2,223,098
518,457	84,488	285	94,588	.....	26,672	1,244,225	132,883	.....	97,207	1,176	45,546	913	3,362	586,869	1,348,768	10,346
688,258	67,045	.....	167,539	.....	95,282	2,598,905	96,569	.....	7,166	369	12,054	1,143	55,061	430,923	3,986,991	169,949
684,705	2,815,630	137,299	.....	3,975	.....	34,568	767,781	5,779	5,884,713	596,666	.....	.....	.....	.....	.....	.....
5,680,664	483,502	3,057	.....	.....	.....	49,739	39,307	.....	86,046	26,735	.....	.....	.....	.....	.....	.....
382,911	941,391	81	1,147,027	246,020	.....	84,196	192,058	483,041	635,985	119,802	.....	.....	.....	.....	.....	.....
.....	1,887,633	2,217,793	.....	9,585	.....	.....	181,457	47	3,131,148	2,824,805	.....	.....	.....	.....	.....	.....
8,148,423	6,299,518	2,361,704	1,409,649	552,688	2,543,016	5,425,155	1,418,596	1,373,604	9,889,440	3,571,876	3,866,725	7,443,827	17,329,117	1,017,792	29,905,872	44,857,826
14,632,580	7,921,207	2,367,985	4,191,675	553,088	2,604,970	19,947,446	1,655,714	1,376,831	10,186,388	3,588,929	3,874,384	7,519,695	17,374,033	3,215,337	45,847,286	45,187,477
44.3	20.5	0.3	66.4	.07	2.4	72.8	14.3	2.0	2.9	.5	.2	1.0	.3	68.3	34.8	.7

Distribution of Bituminous Coal by Producing Districts and Consuming States. No Coal Shipped into these States from Territory of Appalachian Coals, Inc.—Table II

Producing District	Arizona	California	Colorado	Idaho	Montana	Nevada	New Mexico	North Dakota	Oklahoma	Oregon	Texas	Utah	Washington	Wyoming
Alabama	.....	.....	.....	.....	.....	.....	.....	.....	750	.....	82,506	.....	.....	.....
Central Pennsylvania	.....	.....	.....	.....	12	.....	.....	.....	.....	.....	.....	.....	.....	.....
Somerset - Meyersdale - Cumberland Piedmont	30	256	.....	704	1,194	.....	.....	384	.....	.....	1,471	.....	.....	.....
Illinois	.....	.....	.....	.....	.....	.....	.....	2,799	.....	.....	.....	.....	.....	.....
Indiana	.....	.....	.....	.....	.....	.....	.....	3,190	.....	.....	.....	.....	.....	.....
West Kentucky	.....	.....	.....	.....	.....	.....	.....	4,989	.....	.....	13,700	.....	.....	.....
States West of Mississippi River.	364,905	587,548	4,663,683	839,147	1,266,786	337,295	468,131	1,435,942	1,116,103	286,589	1,737,913	2,179,944	1,716,091	481,636
Total	364,935	587,804	4,663,683	839,851	1,267,992	337,295	468,131	1,447,304	1,116,853	286,589	1,835,590	2,179,944	1,716,091	481,636

ort Tons., Table I

North Carolina	Ohio	Pennsylvania	South Carolina	South Dakota	Tennessee	Virginia	West Virginia	Wisconsin	Miscellaneous	R. R. Fuel	Great Lakes Shipments	Tidewater Shipments	Exports By Rail	Producing District
714,559	10,225,642	305,528	178,976	17,224	74	570,599	949,376	103,671	7,082	9,031,475	10,152,854	2,157,923	236,128	Kanawha, Logan and Kenova Thacker
31,759	2,000,697	9,390	59,492	25,235	10,361	7,301	4,910	109,208	2,614	455,167	3,387,956	748,845	250,540	Northeast Ky. and McRoberts
.....	1,418,548	9,845	.....	3,124	13,950	50	.....	22,064	.....	832,291	711,115	.....	43,935	Hazard
589,273	1,857,166	408	238,110	20,870	2,698,622	850	.....	44,144	50	4,312,185	2,758,210	.....	33,152	S. E. Ky., Harlan-Benham-Tennessee
861,954	439,361	4,480	1,818,898	1,616	505,945	1,049,700	24,483	20,726	42,013	2,935,618	162,311	1,668,202	11,995	Virginia
2,197,545	15,941,414	329,651	2,295,476	68,069	3,228,952	1,628,500	978,769	299,813	51,759	17,566,736	17,172,446	4,574,970	575,750	Total Appalachian Coals, Inc., Districts
.....	14,051,930	31,444,009	.....	.....	.....	265	1,782,582	3,952	98,862	17,009,408	8,939,316	1,516,355	1,615,759	Western Penna. & W. Va. Panhandle
.....	2,532,393	4,741,433	.....	2,278	.....	58,846	885,042	5,861	42,785	9,996,179	1,510,431	2,168,568	897,751	Northern West Virginia
.....	5,209,909	37,489	.....	.....	.....	.....	.....	.....	3,997	5,027,210	3,350,040	.....	1,477,844	Northern Ohio
.....	2,369,880	.....	.....	.....	.....	.....	.....	801	.....	2,070,435	378,139	.....	2,777	Southern Ohio
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	482,212	.....	.....	.....	Michigan
.....	.....	56	1,743	.....	145,060	.....	.....	.....	.....	5,046,013	.....	723,305	.....	Alabama
.....	.....	.....	.....	.....	31,000	.....	.....	.....	.....	.....	.....	.....	.....	Georgia (#)
.....	226,444	6,231,446	.....	700	.....	1,380	270	2,066	10,688	12,275,761	180,126	5,070,526	1,691,046	Central Pennsylvania
.....	179,557	2,223,098	.....	454	192	38,823	99,484	4,474	6,594	1,653,358	2,682	4,375,053	20,173	Somerset, Meyersdale, Cumberland-Piedmont
586,869	1,348,768	10,346	53,848	12,644	154	2,055,986	186,456	337,124	2,354	600,444	1,398,099	10,882,198	51,225	New River-Winding Gulf
430,923	3,986,991	169,949	48,958	24,563	16,651	1,096,298	495,860	391,772	12,279	526,074	6,273,556	6,568,911	203,549	Pocahontas-Tug River
.....	.....	.....	.....	172,048	30,580	.....	.....	846,811	11,595	20,119,355	.....	.....	.....	Illinois
.....	.....	.....	.....	2,445	.....	.....	.....	308,799	175,042	6,108,556	.....	.....	.....	Indiana
.....	.....	.....	.....	45,864	2,129,650	.....	.....	410,896	106,666	4,236,730	.....	.....	.....	West Kentucky
.....	.....	.....	.....	392,624	180	.....	.....	800	.....	17,289,732	.....	174,991	68,926	States West of Mississippi River
1,017,792	29,905,872	44,857,826	104,549	653,620	2,353,467	3,251,598	3,449,694	2,313,356	470,862	102,441,467	22,032,389	31,479,907	6,029,050	Total Outside Appalachian Coals, Inc., Districts
3,215,337	45,847,286	45,187,477	2,400,025	721,689	5,582,419	4,880,098	4,428,463	2,613,169	522,621	120,008,203	39,204,835	36,054,877	6,604,800	Grand Total
68.3	34.8	.7	96.0	9.4	57.8	33.4	22.1	11.5	10.0	14.6	43.8	12.7	8.7	Per Cent from Appalachian Coals, Inc., Districts

nc.—Table II

Washington	Wyoming
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
1,716,091	481,636
1,716,091	481,636

[fol. 1203]

TABLE VII

Number and Production of Commercial Bituminous Coal Mines in the United States in 1921, by Classes

State	Class 1 (more than 200,000 tons) Mines Number	Class 1 Mines Percentage	Class 1 Production Total (net tons)	Class 1 Production Percentage	Class 2 (100,000 to 200,000 tons) Mines Number	Class 2 Mines Percentage	Class 2 Production Total (net tons)	Class 2 Production Percentage	Class 3 (50,000 to 100,000 tons) Mines Number	Class 3 Mines Percentage	Class 3 Production Total (net tons)	Class 3 Production Percentage	Class 4 (10,000 to 50,000 tons) Mines Number	Class 4 Mines Percentage	Class 4 Production Total (net tons)	Class 4 Production Percentage	Num-
Alabama	13	5.3	4,175,000	33.2	26	10.6	3,368,000	26.8	28	11.4	1,933,000	15.4	110	44.7	2,840,000	22.6	69
Arkansas	...	....	.....	....	...	1.3	160,000	13.0	3	3.9	226,000	18.4	29	37.7	696,000	56.7	44
Colorado	7	3.3	1,869,000	20.5	24	11.3	3,322,000	36.4	32	15.0	2,249,000	24.7	63	29.6	1,471,000	16.1	87
Georgia	...	....	.....	....	...	....	.....	....	.....	....	.....	....	1	100.0	34,000	100.0	.....
Illinois	123	18.2	49,602,000	71.3	82	12.2	12,049,000	17.3	59	8.8	4,303,000	6.2	116	17.3	2,867,000	4.1	292
Indiana	29	10.5	9,048,000	44.5	42	15.2	5,880,000	28.9	47	17.0	3,370,000	16.6	63	22.7	1,699,000	8.4	96
Iowa	3	2.0	837,000	18.5	6	3.9	817,000	18.0	24	15.7	1,641,000	36.2	45	29.4	979,000	21.6	75
Kansas	...	....	.....	....	4	2.9	473,000	13.7	20	14.6	1,336,000	38.5	57	41.6	1,476,000	42.6	56
Kentucky	18	2.6	6,400,000	20.3	80	11.6	11,124,000	35.2	110	15.9	7,690,000	24.3	226	32.8	5,557,000	17.6	256
Maryland	...	....	.....	....	4	4.6	529,000	28.9	8	9.2	599,000	32.8	25	28.7	556,000	30.4	50
Michigan	1	7.1	261,000	22.9	5	35.7	595,000	52.1	1	7.1	64,000	5.6	6	42.9	215,000	18.8	1
Missouri	...	....	.....	....	5	2.9	614,000	17.3	19	11.1	1,387,000	39.0	57	33.3	1,263,000	35.6	90
Montana	4	6.9	1,672,000	61.2	4	6.9	584,000	21.4	2	3.4	145,000	5.3	11	19.0	231,000	8.4	37
New Mexico	2	4.9	543,000	22.1	5	12.2	610,000	24.9	15	36.6	1,040,000	42.4	9	22.0	236,000	9.6	10
No. Carolina	...	....	.....	....	...	....	.....	....	.....	....	.....	....	1	100.0	23,000	100.0	.....
No. Dakota	1	1.7	225,000	26.0	...	....	.....	....	3	5.0	186,000	21.5	18	30.0	330,000	38.2	38
Ohio	40	4.9	12,277,000	38.4	68	8.3	9,713,000	30.4	66	8.0	4,671,000	14.6	182	22.1	3,981,000	12.5	466
Oklahoma	...	....	.....	....	6	4.5	859,000	25.5	14	10.6	970,000	28.9	64	48.5	1,373,000	40.8	48
Pennsylvania	131	5.5	43,194,000	37.2	226	9.4	34,000,000	29.3	274	11.4	19,322,000	16.7	680	28.4	15,947,000	13.7	1,086
So. Dakota	...	....	.....	....	...	....	.....	....	.....	....	.....	....	.....	....	.....	....	18
Tennessee	1	.7	292,000	6.5	11	7.7	1,502,000	33.7	14	9.8	917,000	20.6	63	44.0	1,544,000	34.6	54
Texas	...	....	.....	....	1	2.8	104,000	10.7	4	11.1	224,000	23.0	27	75.0	622,000	63.9	4
Utah	8	22.2	2,374,000	58.2	8	22.2	1,278,000	31.3	4	11.1	315,000	7.7	4	11.1	86,000	2.1	12
Virginia	10	9.5	4,066,000	54.3	13	12.4	1,746,000	23.3	10	9.5	704,000	9.4	35	33.3	845,000	11.3	37
Washington	4	7.9	1,314,000	54.1	2	3.9	322,000	13.3	7	13.7	450,000	18.5	10	19.6	251,000	10.3	28
West Virginia	75	5.7	21,269,000	29.2	163	12.4	22,828,000	31.4	227	17.2	16,556,000	22.7	433	32.9	10,733,000	14.8	420
Wyoming	12	19.0	3,020,000	41.9	21	33.3	3,130,000	43.5	12	19.1	862,000	12.0	7	11.1	151,000	2.1	11
Other States (a)	...	....	.....	....	...	....	.....	....	.....	....	.....	....	4	21.1	93,000	80.9	15
Total	482	6.0	162,438,000	39.1	807	10.0	115,607,000	27.8	1,003	12.5	71,160,000	17.1	2,346	29.2	56,099,000	13.5	3,400

(a) Includes California, Idaho, Alaska, and Oregon.

Authority: Annual Report of U. S. Bureau of Mines, 1921.

TABLE VII

Number and Production of Commercial Bituminous Coal Mines in the United States in 1921, by Classes

Class 2 (100,000 to 200,000 tons)				Class 3 (50,000 to 100,000 tons)				Class 4 (10,000 to 50,000 tons)				Class 5 (less than 10,000 tons)				Total	
Mines		Production		Mines		Production		Mines		Production		Mines		Production			Production (net tons)
Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Mines	Total
26	10.6	3,368,000	26.8	28	11.4	1,933,000	15.4	110	44.7	2,840,000	22.6	69	28.0	253,000	2.0	246	12,569,000
...	1.3	160,000	13.0	3	3.9	226,000	18.4	29	37.7	696,000	56.7	44	57.1	146,000	11.9	77	1,228,000
24	11.3	3,322,000	36.4	32	15.0	2,249,000	24.7	63	29.6	1,471,000	16.1	87	40.8	212,000	2.3	213	9,123,000
...	....	.....	....	.....	....	.....	....	1	100.0	34,000	100.0	.....	....	.....	....	1	34,000
82	12.2	12,049,000	17.3	59	8.8	4,303,000	6.2	116	17.3	2,867,000	4.1	292	43.5	782,000	1.1	672	69,603,000
42	15.2	5,880,000	28.9	47	17.0	3,370,000	16.6	63	22.7	1,699,000	8.4	96	34.6	322,000	1.6	277	20,319,000
6	3.9	817,000	18.0	24	15.7	1,641,000	36.2	45	29.4	979,000	21.6	75	49.0	257,000	5.7	153	4,531,000
4	2.9	473,000	13.7	20	14.6	1,336,000	38.5	57	41.6	1,476,000	42.6	56	40.9	182,000	5.2	137	3,467,000
80	11.6	11,124,000	35.2	110	15.9	7,690,000	24.3	226	32.8	5,557,000	17.6	256	37.1	817,000	2.6	690	31,588,000
4	4.6	529,000	28.9	8	9.2	599,000	32.8	25	28.7	556,000	30.4	50	57.5	144,000	7.9	87	1,828,000
5	35.7	595,000	52.1	1	7.1	64,000	5.6	6	42.9	215,000	18.8	1	7.2	7,000	.6	14	1,142,000
5	2.9	614,000	17.3	19	11.1	1,387,000	39.0	57	33.3	1,263,000	35.6	90	52.7	287,000	8.1	171	3,551,000
4	6.9	584,000	21.4	2	3.4	145,000	5.3	11	19.0	231,000	8.4	37	63.8	102,000	3.7	58	2,734,000
5	12.2	610,000	24.9	15	36.6	1,040,000	42.4	9	22.0	236,000	9.6	10	24.3	24,000	1.0	41	2,453,000
...	....	.....	....	.....	....	.....	....	1	100.0	23,000	100.0	.....	....	.....	....	1	23,000
...	....	.....	....	3	5.0	186,000	21.5	18	30.0	330,000	38.2	38	63.3	124,000	14.3	60	865,000
68	8.3	9,713,000	30.4	66	8.0	4,671,000	14.6	182	22.1	3,981,000	12.5	466	56.7	1,301,000	4.1	822	31,943,000
6	4.5	859,000	25.5	14	10.6	970,000	28.9	64	48.5	1,373,000	40.8	48	36.4	161,000	4.8	132	3,363,000
226	9.4	34,000,000	29.3	274	11.4	19,322,000	16.7	680	28.4	15,947,000	13.7	1,086	45.3	3,551,000	3.1	2,397	116,014,000
...	....	.....	....	.....	....	.....	....	.....	....	.....	....	18	100.0	8,000	100.0	18	8,000
11	7.7	1,502,000	33.7	14	9.8	917,000	20.6	63	44.0	1,544,000	34.6	54	37.8	205,000	4.6	143	4,460,000
1	2.8	104,000	10.7	4	11.1	224,000	23.0	27	75.0	622,000	63.9	4	11.1	23,000	2.4	36	973,000
8	22.2	1,278,000	31.3	4	11.1	315,000	7.7	4	11.1	86,000	2.1	12	33.4	26,000	.7	36	4,079,000
13	12.4	1,746,000	23.3	10	9.5	704,000	9.4	35	33.3	845,000	11.3	37	35.3	131,000	1.7	105	7,492,000
2	3.9	322,000	13.3	7	13.7	450,000	18.5	10	19.6	251,000	10.3	28	54.9	92,000	3.8	51	2,429,000
163	12.4	22,828,000	31.4	227	17.2	16,556,000	22.7	433	32.9	10,733,000	14.8	420	31.8	1,401,000	1.9	1,318	72,787,000
21	33.3	3,130,000	43.5	12	19.1	862,000	12.0	7	11.1	151,000	2.1	11	17.5	38,000	.5	63	7,201,000
...	....	.....	....	.....	....	.....	....	4	21.1	93,000	80.9	15	78.9	22,000	19.1	19	115,000
807	10.0	115,607,000	27.8	1,003	12.5	71,160,000	17.1	2,346	29.2	56,099,000	13.5	3,400	42.3	10,618,000	2.5	8,038	415,922,000

[fol. 1204]

TABLE VII

Number and Production of Commercial Bituminous Coal Mines, by Size Classes in 1925

State	Class 1a (more than 500,000 tons)				Class 1b (200,000 to 500,000 tons)				Class 2 (100,000 to 200,000 tons)				Class 3 (50,000 to 100,000 tons)				Class 4 (10,000 to 50,0		
	Mines		Production		Mines		Production		Mines		Production		Mines		Production		Mines		
	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	(n
Alabama	4	1.7	3,188,855	15.9	19	7.9	5,522,176	27.6	40	16.7	5,666,460	28.3	46	19.3	3,422,011	17.1	73	30.5	2,
Alaska	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	33.3	
Arkansas	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2	2.1	126,523	10.4	43	44.8	
Colorado	.....	.....	.....	.....	13	5.7	3,748,389	36.4	20	8.7	3,001,579	29.1	26	11.4	1,961,617	19.0	47	20.5	1,
Georgia	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	100.0	66,174	100.0	.....	.....	.....
Illinois	48	10.3	40,030,743	59.8	48	10.3	15,143,535	22.6	45	9.7	6,622,226	9.9	33	7.1	2,536,923	3.8	73	15.6	1,
Indiana	3	1.5	2,677,560	12.6	33	16.3	10,642,650	50.1	34	16.7	4,893,270	23.1	21	10.3	1,588,455	7.5	50	24.6	1,
Iowa	.....	.....	.....	.....	5	2.4	1,502,196	31.8	7	3.4	1,073,077	22.8	10	4.8	786,186	16.7	44	21.3	
Kansas	.....	.....	.....	.....	1	.4	307,281	6.8	10	4.3	1,350,356	29.9	17	7.4	1,250,338	27.6	54	23.5	1,
Ky.-Eastern	6	1.2	4,616,900	10.8	49	10.2	14,283,127	33.3	94	19.6	13,263,371	30.9	91	19.0	6,578,897	15.3	134	27.9	3,
Ky.-Western	.....	.....	.....	.....	15	9.3	3,651,931	30.0	32	19.9	4,489,792	36.8	37	23.0	2,652,049	21.8	55	34.2	1,
Maryland	.....	.....	.....	.....	3	3.4	668,114	24.8	3	3.4	385,003	14.3	9	10.2	752,881	27.9	29	33.0	
Michigan	.....	.....	.....	.....	2	20.0	462,520	57.2	1	10.0	108,248	13.4	3	30.0	197,879	24.5	2	20.0	
Missouri	.....	.....	.....	.....	.....	.....	.....	.....	6	3.9	701,655	26.0	9	5.8	701,791	26.1	38	24.7	
Montana	3	5.8	1,761,331	57.9	1	1.9	225,236	7.4	3	5.8	503,536	16.5	3	5.8	242,234	8.0	9	17.3	
New Mexico	.....	.....	.....	.....	2	5.3	730,469	28.6	6	15.8	902,459	35.3	10	26.3	765,693	30.0	6	15.8	
North Carolina	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2	100.0	
North Dakota	.....	.....	.....	.....	.....	.....	.....	.....	4	2.6	577,278	43.6	2	1.3	112,366	8.5	14	9.2	
Ohio	2	.3	1,321,512	4.7	32	5.0	10,429,508	37.3	51	8.0	7,020,424	25.0	62	9.7	4,527,152	16.1	155	24.3	3,
Oklahoma	.....	.....	.....	.....	.....	.....	.....	.....	2	2.0	296,815	12.8	10	10.0	719,698	30.9	48	48.0	1,
Pennsylvania	48	2.4	35,954,239	26.3	132	6.7	41,989,360	30.7	176	8.9	24,752,206	18.1	221	11.2	15,795,556	11.5	652	33.0	15,
So. Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Tennessee	.....	.....	.....	.....	3	2.7	781,147	14.3	18	16.2	2,625,221	48.1	15	13.5	951,735	17.5	37	33.3	
Texas	.....	.....	.....	.....	.....	.....	.....	.....	1	2.7	129,646	12.9	1	2.7	51,466	5.1	32	86.5	
Utah	.....	.....	.....	.....	10	24.4	3,119,343	66.5	8	19.5	1,145,076	24.4	3	7.3	227,169	4.9	4	9.8	
Virginia	6	5.3	4,043,034	31.6	19	16.8	5,228,185	40.8	12	10.6	1,437,476	11.2	17	15.1	1,197,399	9.4	26	23.0	
Washington	.....	.....	.....	.....	4	7.2	1,067,049	42.1	5	8.9	720,774	28.4	5	8.9	404,395	15.9	11	19.6	
West Va	25	2.1	14,983,095	12.2	169	14.4	48,686,759	39.8	234	19.9	33,223,650	27.2	226	19.3	16,092,555	13.1	321	27.4	8,
Wyoming	.....	.....	.....	.....	9	14.8	2,424,049	37.0	21	34.4	3,096,212	47.2	11	18.0	868,485	13.3	6	9.8	
Other States*	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	20.0	
Total	145	2.0	108,577,269	20.9	569	8.0	170,613,024	32.8	833	11.6	117,985,810	22.7	891	12.5	64,577,627	12.4	1,969	27.6	48,

* Includes California, Idaho and Oregon.

Number and Production of Commercial Bituminous Coal Mines by Size Classes in 1930

Alabama	5	2.6	3,241,471	20.8	16	8.2	4,941,564	31.8	24	12.2	3,266,162	21.0	43	21.9	3,193,496	20.5	26	13.3	
Arizona	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Arkansas	.....	.....	.....	.....	.....	.....	.....	.....	1	1.3	103,848	6.8	6	7.8	403,967	26.4	34	44.2	
Colorado	.....	.....	.....	.....	8	3.7	2,360,453	28.8	21	9.6	3,044,342	37.2	20	9.2	1,386,146	16.9	40	18.3	1,
Georgia	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Illinois	35	6.9	28,642,085	53.3	48	9.4	16,235,719	30.2	31	6.1	4,323,533	8.0	26	5.1	1,801,758	3.4	70	13.8	1,
Indiana	4	2.4	2,598,898	15.8	29	17.4	9,270,648	56.2	17	10.2	2,333,750	14.2	17	10.2	1,195,709	7.3	32	19.2	
Iowa	.....	.....	.....	.....	4	1.7	959,373	24.6	8	3.4	1,129,400	29.1	10	4.3	665,027	17.1	34	14.6	
Kansas	.....	.....	.....	.....	1	.6	216,664	8.9	6	3.3	879,968	36.2	6	3.3	447,678	18.4	25	13.8	
Ky.-Eastern	6	1.8	4,848,218	12.0	65	19.3	19,439,739	48.3	61	18.2	8,606,046	21.4	69	20.5	4,825,210	12.0	84	25.0	2,
Ky.-Western	1	.7	596,824	5.5	16	11.9	4,391,146	40.1	23	17.2	3,283,944	30.1	20	14.9	1,491,877	13.7	44	32.9	1,
Maryland	.....	.....	.....	.....	.....	.....	.....	.....	6	7.3	898,604	39.6	9	11.0	675,432	29.7	24	29.3	
Missouri	.....	.....	.....	.....	4	1.9	1,013,923	26.3	7	3.2	938,983	24.4	7	3.2	467,089	12.1	41	19.0	1,
Montana	1	1.2	1,065,366	35.3	3	3.5	958,561	31.7	4	4.7	541,198	17.9	2	2.3	159,811	5.3	10	11.6	
New Mexico	.....	.....	.....	.....	1	2.3	404,790	20.6	5	11.4	727,827	37.0	12	27.3	746,852	37.8	2	4.5	
No. Carolina	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	100.0	
No. Dakota	.....	.....	.....	.....	3	1.9	834,949	49.1	2	1.3	321,043	18.9	1	.6	63,977	3.8	12	7.7	
Ohio	10	1.7	5,920,809	26.3	26	4.5	7,407,485	32.8	27	4.7	3,663,073	16.2	33	5.7	2,340,254	10.4	96	16.6	2,
Oklahoma	.....	.....	.....	.....	1	.9	244,292	8.7	3	2.7	484,534	17.3	12	10.8	770,682	27.6	48	43.3	1,
Pennsylvania	56	4.2	46,637,817	37.4	110	8.2	34,842,353	28.0	149	11.2	21,662,996	17.4	148	11.1	10,783,332	8.7	356	26.6	8,
So. Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Tennessee	.....	.....	.....	.....	6	7.6	1,560,062	30.4	12	15.2	1,653,968	32.2	16	20.3	1,164,642	22.7	24	30.3	
Texas	.....	.....	.....	.....	.....	.....	.....	.....	3	12.0	386,362	46.3	2	8.0	122,135	14.7	15	60.0	
Utah	.....	.....	.....	.....	10	25.6	2,964,841	69.6	4	10.3	457,307	10.7	9	23.1	627,895	14.8	6	15.4	
Virginia	6	6.9	3,764,573	34.5	12	13.8	3,338,531	30.6	15	17.2	2,009,807	18.4	16	18.4	1,098,618	10.1	21	24.2	
Washington	.....	.....	.....	.....	5	10.9	1,389,801	60.3	2	4.3	369,967	16.1	3	6.5	220,378	9.6	10	21.7	
W. Va	48	5.6	31,653,808	26.1	164	19.2	49,865,921	41.0	164	19.2	23,901,863	19.7	146	17.1	10,613,054	8.7	174	20.3	
Wyoming	1	1.7	500,089	0.4	10	16.7	2,855,417	40.9	11	18.3	1,761,280	25.2	2	15.0	770,104	12.3	6	10.0	

TABLE VII

Number and Production of Commercial Bituminous Coal Mines, by Size Classes in 1925

...0 tons)		Class 2 (100,000 to 200,000 tons)				Class 3 (50,000 to 100,000 tons)				Class 4 (10,000 to 50,000 tons)				Class 5 (less than 10,000 tons)				Total	
Production		Mines		Production		Mines		Production		Mines		Production		Mines		Production			
...otal ...tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Number	Percentage	Total (net tons)	Percentage	Mines	Production (net tons) Total
522,176	27.6	40	16.7	5,666,460	28.3	46	19.3	3,422,011	17.1	73	30.5	2,014,374	10.1	57	23.9	190,519	1.0	239	20,004,395
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	33.3	78,657	94.9	6	66.7	4,211	5.1	9	82,868
.....	.....	.....	.....	.....	.....	2	2.1	126,523	10.4	43	44.8	917,741	75.2	51	53.1	175,775	14.4	96	1,220,039
748,389	36.4	20	8.7	3,001,579	29.1	26	11.4	1,961,617	19.0	47	20.5	1,275,437	12.4	123	53.7	323,529	3.1	229	10,310,551
.....	.....	.....	.....	.....	.....	1	100.0	66,174	100.0	.....	.....	.....	.....	.....	.....	.....	.....	1	66,174
143,535	22.6	45	9.7	6,622,226	9.9	33	7.1	2,536,923	3.8	73	15.6	1,875,379	2.8	219	47.0	700,553	1.1	466	66,909,359
642,650	50.1	34	16.7	4,893,270	23.1	21	10.3	1,588,455	7.5	50	24.6	1,204,059	5.7	62	30.6	218,972	1.0	203	21,224,966
502,196	31.8	7	3.4	1,073,077	22.8	10	4.8	786,186	16.7	44	21.3	970,371	20.6	141	68.1	383,013	8.1	207	4,714,843
307,281	6.8	10	4.3	1,350,356	29.9	17	7.4	1,250,338	27.6	54	23.5	1,082,786	23.9	148	64.4	533,490	11.8	230	4,524,251
283,127	33.3	94	19.6	13,263,371	30.9	91	19.0	6,578,897	15.3	134	27.9	3,673,522	8.6	106	22.1	466,296	1.1	480	42,882,113
651,931	30.0	32	19.9	4,489,792	36.8	37	23.0	2,652,049	21.8	55	34 2	1,315,978	10.8	22	13.6	76,807	.6	161	12,186,557
068,114	24.8	3	3.4	385,003	14.3	9	10.2	752,881	27.9	29	33.0	761,093	28.3	44	50.0	127,481	4.7	88	2,694,572
462,520	57.2	1	10.0	108,248	13.4	3	30.0	197,879	24.5	2	20.0	29,401	3.6	2	20.0	10,185	1.3	10	808,233
.....	.....	6	3.9	701,655	26.0	9	5.8	701,791	26.1	38	24.7	978,458	36.3	101	65.6	312,311	11.6	154	2,694,215
225,236	7.4	3	5.8	503,536	16 5	3	5.8	242,234	8.0	9	17.3	218,663	7.2	33	63.4	92,686	3.0	52	3,043,686
730,469	28.6	6	15.8	902,459	35.3	10	26.3	765,693	30.0	6	15.8	126,373	4.9	14	36.8	31,857	1.2	38	2,556,851
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2	100.0	65,153	100.0	.....	.....	.....	.....	2	65,153
.....	.....	4	2.6	577,278	43.6	2	1.3	112,366	8.5	14	9.2	340,382	25.7	132	86.9	294,594	22.2	152	1,324,620
429,508	37.3	51	8.0	7,020,424	25.0	62	9.7	4,527,152	16.1	155	24.3	3,644,928	13.0	337	52.7	1,090,588	3.9	639	28,034,112
.....	.....	2	2.0	296,815	12.8	10	10.0	719,698	30.9	48	48.0	1,120,023	48.2	40	40.0	189,304	8.1	100	2,325,840
989,360	30.7	176	8.9	24,752,206	18.1	221	11.2	15,795,556	11.5	652	33.0	15,602,866	11.4	745	37.8	2,833,792	2.0	1,974	136,928,019
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	17	100.0	14,447	100.0	17	14,447
781,147	14.3	18	16.2	2,625,221	48.1	15	13.5	951,735	17.5	37	33.3	933,316	17.1	38	34.3	162,592	3.0	111	5,454,011
.....	.....	1	2.7	129,646	12.9	1	2.7	51,466	5.1	32	86.5	807,894	80.1	3	8.1	19,369	1.9	37	1,008,375
119,343	66.5	8	19.5	1,145,076	24.4	3	7.3	227,169	4.9	4	9.8	142,800	3.0	16	39.0	55,954	1.2	41	4,690,342
228,185	40.8	12	10.6	1,437,476	11.2	17	15.1	1,197,399	9.4	26	23.0	784,452	6.1	33	29.2	108,897	.9	113	12,799,443
067,049	42.1	5	8.9	720,774	28.4	5	8.9	404,395	15.9	11	19.6	242,267	9.5	31	55.4	103,405	4.1	56	2,537,890
686,759	39.8	234	19.9	33,223,650	27.2	226	19.3	16,092,555	13.1	321	27.4	8,556,996	7.0	198	16.9	837,904	.7	1,173	122,380,959
424,049	37.0	21	34.4	3,096,212	47.2	11	18.0	868,485	13.3	6	9.8	126,612	1.9	14	23.0	37,874	.6	61	6,553,232
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	20.0	10,000	79.2	4	80.0	2,625	20.8	5	12,625
618,024	32.8	833	11.6	117,985,810	22.7	891	12.5	64,577,627	12.4	1,969	27.6	48,899,981	9.4	2,737	38.3	9,399,030	1.8	7,144	520,052,741

Number and Production of Commercial Bituminous Coal Mines by Size Classes in 1930

941,564	31.8	24	12.2	3,266,162	21.0	43	21 9	3,193,496	20.5	26	13.3	766,915	4.9	82	41.8	160,450	1.0	196	15,570,058
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4	100.0	9,084	100.0	4	9.084
.....	.....	1	1.3	103,848	6.8	6	7.8	403,967	26.4	34	44.2	883,676	57.5	36	46.7	141,943	9.3	77	1,533,434
360,453	28.8	21	9.6	3,044,342	37.2	20	9.2	1,386,146	16.9	40	18.3	1,108,407	13.5	129	59.2	297,562	3.6	218	8,196,910
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	100.0	7,092	100.0	1	7,092
235,719	30.2	31	6.1	4,323,533	8.0	26	5.1	1,801,758	3.4	70	13.8	1,864,780	3.5	298	58.7	863,355	1.6	508	53,731,230
270,648	56.2	17	10.2	2,333,750	14.2	17	10.2	1,195,709	7.3	32	19.2	795,252	4.8	68	40.6	295,705	1.8	167	16,489,962
959,373	24.6	8	3.4	1,129,400	29.1	10	4.3	665,027	17.1	34	14.6	733,540	18.8	177	76.0	405,231	10.4	233	3,892,571
216,664	8.9	6	3.3	879,968	36.2	6	3.3	447,678	18.4	25	13.8	528,107	21.8	143	79.0	357,512	14.7	181	2,429,929
439,739	48.3	61	18.2	8,606,046	21.4	69	20.5	4,825,210	12.0	84	25.0	2,394,904	5.9	51	15.2	179,577	.4	336	40,293,694
391,146	40.1	23	17.2	3,283,944	30.1	20	14.9	1,491,877	13.7	44	32.9	1,043,210	9.6	30	22.4	108,300	1.0	134	10,915,301
.....	.....	6	7.3	898,604	39.6	9	11.0	675,432	29.7	24	29.3	592,863	26.1	43	52.4	103,693	4.6	82	2,270,593
013,923	26.3	7	3.2	938,983	24.4	7	3.2	467,089	12.1	41	19.0	1,062,104	27.6	157	72.7	371,051	9.6	216	3,853,150
958,561	31.7	4	4.7	541,198	17.9	2	2.3	159,811	5.3	10	11.6	190,895	6.3	66	76.7	106,173	3.5	86	3,022,004
404,790	20.6	5	11.4	727,827	37.0	12	27.3	746,852	37.8	2	4.5	23,619	1.2	24	54.5	66,345	3.4	44	1,969,433
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	100.0	28,500	100.0	.....	.....	.....	.....	1	28,500
834,949	49.1	2	1.3	321,043	18.9	1	.6	63,977	3.8	12	7.7	200,726	11.8	138	88.5	279,462	16.4	156	1,700,157
407,485	32.8	27	4.7	3,663,073	16.2	33	5.7	2,340,254	10.4	96	16.6	2,229,846	9.9	385	66.8	990,511	4.4	577	22,551,978
244,292	8.7	3	2.7	484,534	17.3	12	10.8	770,682	27.6	48	43.3	1,127,556	40.4	47	42.3	166,890	6.0	111	2,793,954
842,353	28.0	149	11.2	21,662,996	17.4	148	11.1	10,783,332	8.7	356	26.6	8,468,594	6.8	517	38.7	2,067,695	1.7	1,336	124,462,787
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	17	100.0	12,810	100.0	17	12,810
560,062	30.4	12	15.2	1,653,968	32.2	16	20.3	1,164,642	22.7	24	30.3	666,721	13.0	21	26.6	85,035	1.7	79	5,130,428
.....	.....	3	12.0	386,362	46.3	2	8.0	122,135	14.7	15	60.0	298,565	35.8	5	20.0	26,810	3.2	25	833,872
[illegible]	69.6	4	10.3	457,307	10.7	9	23.1	627,895	14.8	6	15.4	181,280	4.3	10	25.6	36,218	.8	39	4,257,541

Montana	1	1.2	1,065,366	35.3	3	3.5	958,561	31.7	4	4.7	541,198	17.9	2	2.3	159,811	5.3	10	11.6	
New Mexico	.....	.....	.....	.....	1	2.3	404,790	20.6	5	11.4	727,827	37.0	12	27.3	746,852	37.8	2	4.5	
No. Carolina	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	100.0	
No. Dakota	.....	.....	.....	.....	3	1.9	834,949	49.1	2	1.3	321,043	18.9	1	.6	63,977	3.8	12	7.7	
Ohio	10	1.7	5,920,809	26.3	26	4.5	7,407,485	32.8	27	4.7	3,663,073	16.2	33	5.7	2,340,254	10.4	96	16.6	2,
Oklahoma	.....	.....	.....	.....	1	.9	244,292	8.7	3	2.7	484,534	17.3	12	10.8	770,682	27.6	48	43.3	1,
Pennsylvania	56	4.2	46,637,817	37.4	110	8.2	34,842,353	28.0	149	11.2	21,662,996	17.4	148	11.1	10,783,332	8.7	356	26.6	8,
So. Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Tennessee	.....	.....	.....	.....	6	7.6	1,560,062	30.4	12	15.2	1,653,968	32.2	16	20.3	1,164,642	22.7	24	30.3	
Texas	.....	.....	.....	.....	.....	.....	.....	.....	3	12.0	386,362	46.3	2	8.0	122,135	14.7	15	60.0	
Utah	.....	.....	.....	.....	10	25.6	2,964,841	69.6	4	10.3	457,307	10.7	9	23.1	627,895	14.8	6	15.4	
Virginia	6	6.9	3,764,573	34.5	12	13.8	3,338,531	30.6	15	17.2	2,009,807	18.4	16	18.4	1,098,618	10.1	21	24.2	
Washington	.....	.....	.....	.....	5	10.9	1,389,801	60.3	2	4.3	369,967	16.1	3	6.5	220,378	9.6	10	21.7	
W. Va	48	5.6	31,653,808	26.1	164	19.2	49,865,921	41.0	164	19.2	23,901,863	19.7	146	17.1	10,613,054	8.7	174	20.3	4
Wyoming	1	1.7	508,988	8.4	10	16.7	2,855,417	46.9	11	18.3	1,764,680	29.0	9	15.0	730,194	12.0	6	10.0	
Other States*	.....	.....	.....	.....	1	5.3	238,754	29.9	2	10.5	314,630	39.3	2	10.5	147,798	18.5	4	21.1	
Total	173	3.0	129,478,857	27.7	543	9.2	165,734,986	35.4	608	10.3	87,067,835	18.6	644	10.9	46,143,012	9.9	1,239	21.0	31

* Includes Alaska, California, Idaho, Michigan and Oregon.

Authority—Annual Reports of U. S. Bureau of Mines, 1925 and 1930.

.7	4	4.7	541,198	17.9	2	2.3	159,811	5.3	10	11.6	190,895	6.3	66	76.7	106,173	3.5	86	3,022,004
.6	5	11.4	727,827	37.0	12	27.3	746,852	37.8	2	4.5	23,619	1.2	24	54.5	66,345	3.4	44	1,969,433
									1	100.0	28,500	100.0					1	28,500
.1	2	1.3	321,043	18.9	1	.6	63,977	3.8	12	7.7	200,726	11.8	138	88.5	279,462	16.4	156	1,700,157
.8	27	4.7	3,663,073	16.2	33	5.7	2,340,254	10.4	96	16.6	2,229,846	9.9	385	66.8	990,511	4.4	577	22,551,978
.7	3	2.7	484,534	17.3	12	10.8	770,682	27.6	48	43.3	1,127,556	40.4	47	42.3	166,890	6.0	111	2,793,954
.0	149	11.2	21,662,996	17.4	148	11.1	10,783,332	8.7	356	26.6	8,468,594	6.8	517	38.7	2,067,695	1.7	1,336	124,462,787
.8	12	15.2	1,653,968	32.2	16	20.3	1,164,642	22.7	24	30.3	666,721	13.0	17	100.0	12,810	100.0	17	12,810
	3	12.0	386,362	46.3	2	8.0	122,135	14.7	15	60.0	298,565	35.8	21	26.6	85,035	1.7	79	5,130,428
.6	4	10.3	457,307	10.7	9	23.1	627,895	14.8	6	15.4	181,280	4.3	5	20.0	26,810	3.2	25	833,872
.6	15	17.2	2,009,807	18.4	16	18.4	1,098,618	10.1	21	24.2	645,190	5.9	10	25.6	26,218	.6	39	4,257,541
.3	2	4.3	369,967	16.1	3	6.5	220,378	9.6	10	21.7	208,554	9.1	17	19.5	50,658	.5	87	10,907,377
.0	164	19.2	23,901,863	19.7	146	17.1	10,613,054	8.7	174	20.3	4,866,948	4.0	26	56.6	113,228	4.9	46	2,301,928
.9	11	18.3	1,764,680	29.0	9	15.0	730,194	12.0	6	10.0	179,225	2.9	159	18.6	571,044	.5	855	121,472,638
.9	2	10.5	314,630	39.3	2	10.5	147,798	18.5	4	21.1	86,440	10.8	23	38.3	49,629	.8	60	6,088,133
													10	52.6	12,129	1.5	19	799,751
.4	608	10.3	87,067,835	18.6	644	10.9	46,143,012	9.9	1,239	21.0	31,176,417	6.7	2,684	45.6	7,925,192	1.7	5,891	467,526,299

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TABLE VIII

Tonnage and Realization, 1926–1930, Appalachian Coals Counties

	1926		1927		1928		1929		1930	
	Tonnage	Real.	Tonnage	Real.	Tonnage	Real.	Tonnage	Real.	Tonnage	Real.
Kentucky										
Bell	3,119,278	$1.67	3,271,221	$1.70	3,043,105	$1.63	2,907,384	$1.58	2,179,711	$1.47
Floyd	5,338,728	1.90	5,261,219	1.81	4,827,860	1.68	4,896,940	1.66	4,441,930	1.55
Harlan	13,139,036	1.93	13,667,443	1.88	14,427,444	1.77	14,093,453	1.73	12,742,062	1.64
Johnson	1,241,335	2.33	1,215,287	2.29	1,240,586	2.24	1,221,532	2.21	962,851	2.24
Letcher	6,213,383	1.83	6,421,919	1.90	5,852,914	1.71	6,497,985	1.69	5,999,549	1.66
McCreary	972,423	2.02	993,251	1.94	931,397	1.67	1,009,814	1.58	not available	
Perry	6,705,854	1.82	6,366,762	1.73	5,828,708	1.57	5,824,361	1.57	5,241,152	1.44
Pike	7,703,730	1.81	7,749,475	1.67	7,073,149	1.51	7,372,445	1.60	5,929,378	1.50
Whitley	708,526	2.40	653,692	2.13	625,574	1.99	532,947	2.07	433,730	1.87
Tennessee										
Anderson	900,525	1.69	1,004,478	1.71	963,405	1.62	955,708	1.60	864,163	1.58
Campbell	1,210,713	2.02	1,096,383	1.93	1,067,271	1.84	1,026,434	1.73	1,253,506	1.72
Claiborne	977,796	1.86	1,031,785	1.78	985,265	1.77	955,949	1.69	817,384	1.60
Fentress	457,103	1.70	499,833	1.62	482,934	1.45	398,859	1.37	393,661	1.36
Grundy	not available		399,735	1.97	442,678	1.78	453,947	1.79	not available	
Marion	318,677	2.02	261,891	2.03	199,535	1.96	223,084	1.82	339,090	1.91
Morgan	360,068	1.78	355,563	1.60	321,238	1.57	365,049	1.54	351,535	1.47
Virginia										
Dickenson	1,115,377	1.71	1,058,376	1.58	796,006	1.45	808,662	1.38	987,172	1.31
Lee	1,971,387	1.96	2,180,697	1.79	2,200,152	1.70	2,143,075	1.69	1,739,276	1.60
Russell	1,863,968	1.77	1,518,557	1.62	1,260,086	1.47	1,414,677	1.40	1,254,795	1.33
Wise	6,563,059	1.83	5,731,563	1.79	5,061,902	1.70	5,301,716	1.63	4,179,347	1.61
West Virginia										
Boone	3,754,500	1.80	3,954,101	1.63	3,459,761	1.57	3,508,720	1.55	3,071,288	1.50
Kanawha	7,224,286	1.72	7,862,181	1.61	6,724,814	1.53	7,025,448	1.47	6,314,513	1.42
Logan	22,112,621	1.65	22,905,087	1.59	18,822,205	1.43	19,807,085	1.37	17,789,404	1.27
Mingo	6,458,898	1.67	6,079,176	1.53	5,282,303	1.48	6,063,417	1.38	5,361,191	1.28

Authority: Annual coal reports U. S. Bureau of Mines.
July 27, 1932.

[fol. 1412] DEFENDANTS' EXHIBIT No. 4

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No. 10

It is hereby stipulated by and between the petitioner and defendants in the above cause that the net income or deficit and Federal income taxes of the coal mining industry shown in unaudited Federal income tax returns, are as shown in the attached table; that the column in said table entitled, "Industry's Profit or Loss", is computed by deducting from the net income or deficit shown by said returns the Federal income taxes shown thereon; that dividends received from domestic corporations and interest received which was not taxable under the Federal income tax laws, for example, interest on United States, State and municipal bonds, are not included in the computation of said net income or deficit; and that for the years 1930 and 1931 the figures for the bituminous coal industry will show a progressively increasing deficit or loss.

That nothing herein contained shall constitute, or be construed as constituting, an admission by the petitioner that the facts herein stipulated to be true are relevant and material to a decision of the issues in this cause; and the [fol. 1413] petitioner hereby reserves the right to object to their admissibility upon the ground of relevancy and materiality.

John Lord O'Brian, the Assistant to the Attorney General, Attorney for Petitioner. Ralstone R. Irvine, Attorney for Defendants.

Income and Taxes of the Coal Mining Industry Based on Income Tax Returns

Year	Industry	No. of companies	No. reporting net income	No. reporting no net income	Net income	Deficit	Net income of industry	Tax	Industry's profit or loss
1917....	Bit.....	1234	1149	85	$204,564,196	$645,678	$203,918,518	$70,961,656	$132,956,862
1918....	Bit.....	1234	1106	128	150,094,603	1,247,971	148,846,632	65,763,660	83,082,972
1919....	Bit.....	1234	817	417	72,202,962	9,943,268	62,259,694	12,934,424	49,325,270
1920....	Bit.....	1234	1152	82	251,025,514	1,658,135	249,367,379	76,223,563	173,143,816
1921....	Bit.....	1234	503	731	59,164,099	30,274,905	28,889,194	10,559,444	18,329,750
Above data taken from tables prepared by Edward White, Head of the Statistical Division of Income Tax Unit, for use by the U. S. Coal Commission. Includes all companies reporting for all five years.									
1918....	Anth. & Bit.	3129	2159	970	180,100,595	8,825,418	171,275,177	76,961,211	94,313,966
1919....	Anth. & Bit.	3228	1581	1647	99,142,382	23,748,807	75,393,575	17,701,070	57,692,505
1920....	Anth. & Bit.	3673	2977	696	353,615,466	7,642,323	345,973,143	107,047,862	238,925,281
1921....	Anth. & Bit.	3656	1079	2577	82,654,787	72,521,815	10,132,972	15,219,444	−5,086,472*
1922....	Anth. & Bit.	4110	2464	1646	147,074,098	56,091,157	90,982,941	6,662,011	84,320,930
1923....	Anth. & Bit.	3872	1391	2481	133,256,431	55,898,667	77,357,764	15,430,433	61,927,331
1924....	Anth. & Bit.	3516	830	2686	46,017,219	93,881,987	−47,864,768*	5,554,238	−53,419,006*
1925....	Anth. & Bit.	3767	1102	2665	48,538,279	70,946,135	−22,407,856*	5,587,086	−27,994,942*
1926....	Anth. & Bit.	3679	1349	2330	92,649,967	54,935,602	37,714,365	10,646,874	27,067,491
1927....	Anth. & Bit.	3471	1087	2044	61,555,783	81,858,294	−20,302,511*	7,764,569	−28,067,080*
Above data taken from successive annual reports on Statistics of Income compiled under the direction of the Commissioner of Internal Revenue.									
1925....	Bit.....	3650	1065	2585	40,462,955	62,826,452	−22,363,497*	4,517,057	−26,880,554*
1925....	Anth.....	117	37	80	8,075,324	8,119,683	−44,359*	1,070,029	−1,114,388*
Above data furnished by the Assistant Secretary of the Treasury.									
1928....	Bit.....	2705	863	1842	33,477,073	57,985,403	−24,508,330*	3,441,860	−27,950,190*
1928....	Anth.....	126	53	73	14,415,376	9,163,936	5,251,440	1,678,129	3,573,311
1929....	Bit.....	2504	905	1437	39,396,569	50,700,422	−11,303,853*	3,940,062	−15,243,915*
1929....	Anth.	262	62	176	12,908,668	10,486,431	2,422,237	1,339,793	1,082,444

Above data taken from reports on Statistics of Income.

* Deficit.

[fol. 1415] DEFENDANTS' EXHIBIT No. 5

This stipulation was executed by Hon. John Lord O'Brian, subject to the express agreement made with Mr. McAllister that the petitioner shall have the right to object to the materiality or relevancy of the tables attached to this stipulation.

IN UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION #11

It is hereby stipulated by and between the petitioner and the defendants in the above cause that the profit and loss comparisons for the years 1927 to 1931, inclusive, are as shown in Tables I, II, III, IV and V attached hereto, for the Bituminous Coal Companies named in said tables, together with a statement of the profit and loss comparisons per ton of coal produced from the company-owned mines of said companies.

Mr. H. L. Smith, Comptroller of the Island Creek Coal Company, if called to testify, will testify that the annexed tables were prepared by him and under his supervision, and that the figures shown in said tables were obtained or arrived at from the published reports of the companies named; that at the time these tables were prepared the companies named were the only ones from which published reports were readily available, and were prepared for the information and use of the officers and directors of the Island Creek Coal Company and Pond Creek Pocahontas Company, and were not prepared for use at the trial of this cause.

John Lord O'Brian, the Assistant to the Attorney General, Attorney for Petitioner. Ralston R. Irvine, Attorney for Defendants.

(Here follow Defendants' Exhibits, side folios 1416-1425)

TABLE I

Profit and Loss Comparisons for the Year 1927
Figures in Parentheses ( ) Represent Loss Items

	Island Creek Coal Company	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Pennsylvania Coal & Coke Corporation	Clinchfield Coal Corporation	Virginia Iron, Coal & Coke Company	Elk Horn Coal Corporation	The New River Company	The American Coal Company of Allegheny County	The Davis Coal & Coke Company	Westmoreland Coal Company
Coal Tonnages:													
roduced Own Mines	7,397,980	825,951	12,768,704	9,128,932	Not shown	1,715,396	1,836,553	1,470,987	Not reported	2,569,766	1,234,679	Not reported	3,416,585
roduced by Lessees	83,599	.....	3,397,035	.....		.....	96,248	.....		.....	.....		.....
urchased (Bituminous)	.....	.....	.....	(c)2,258,712		342,430	.....	.....		.....	.....		.....
Total	7,481,579	825,951	16,165,739	11,387,644	2,064,444	2,057,826	1,932,801	1,470,987	.....	2,569,766	1,234,679	.....	3,416,585*
Net Operating Earnings	$5,227,345	$497,690	$4,200,973	$1,308,985	($138,814)	($499,350)	not shown	$92,764	$669,622	.....	$561,518	$412,638	not shown
Deduct:													
terest and Other Charges	.....	$95,286	(a)$1,868,595	(b)$712,096	$162,686	$65,716	$30,113	$95,076	$453,242	No details	.....	$48,974	"
ederal Income Tax	$560,000	$30,945	.....	.....	.....	.....	$29,131	.....	.....		$39,244	$15,804	"
Total	$560,000	$126,231	$1,868,595	$712,096	$162,686	$65,716	$59,244	$95,076	$453,242	given	$39,244	$64,778	"
rofit Before Depletion and Depreciation	$4,667,345	$371,459	$2,332,378	$596,889	($301,500)	($565,066)	.....	($2,312)	$216,380	.....	$522,274	$347,860	$1,640,177
Deduct:													
epletion, Depreciation and Amortization	1,055,937	161,396	2,018,009	2,521,895	652,141	221,500	Not shown	235,215	380,651	.....	231,052	(d)187,211	763,021
Net Ordinary Profit or Loss	$3,611,408	$210,063	$314,369	($1,925,006)	($953,641)	($786,566)	$165,074	($237,527	($164,271)	$341,924	$291,222	$160,649	$877,156
Extraordinary Items and Surplus Adjustments	.....	.....	(8,238,105)	(1,003,923)**	(48,804)	9,903	(30,124)	719,320	.....	(343,454)	1,821	(15,966)	18,968
dicated Net Surplus Credits or Charges Exclusive of Dividends Paid	$3,611,408	$210,063	($7,923,736)	($2,928,929)	($1,002,445)	($776,663)	$134,950	$481,793	($164,271	($1,530)	$293,043	$144,683	$896,124
					Per Ton of Coal Produced from Own Mines								
Net Operating Earnings	70.66¢	60.26¢	32.90¢	14.34¢	(6.72¢)	(29.11¢)	.....	6.31¢		.....	45.47¢		.....
Deduct:													
terest and Other Charges	.....	11.54¢	14.64¢	7.80¢	7.88¢	3.83¢	1.64¢	6.46¢	Tonnage not reported	.....	.....	Tonnage not reported	.....
ederal Income Taxes	7.57¢	3.75	.....	.....	.....	.....	1.59	.....		.....	3.18¢		.....
Total	7.57¢	15.29¢	14.64¢	7.80¢	7.88¢	3.83¢	3.23¢	6.46¢		.....	3.18¢		.....
rofit Before Depletion and Depreciation	63.09¢	44.97¢	18.26¢	6.54¢	(14.60¢)	(32.94¢)	.....	(.15¢)		.....	42.29¢		48.01¢
Deduct:													
epletion, Depreciation and Amortization	14.27	19.54	15.80	27.63	31.59	12.91	.....	15.99		.....	18.71		22.33
Net Ordinary Profit or Loss	48.82¢	25.43¢	2.46¢	(21.09¢)	(46.19¢)	(45.85¢)	8.99¢	(16.14¢)		13.31¢	23.58¢		25.68¢
xtraordinary Items and Surplus Adjustments	.....	.....	(64.52)	(10.99)	(2.36)	.57	(1.64)	48.90		(13.37)	.15		.55
dicated Net Surplus Credits or Charges Exclusive of Dividends Paid	48.82¢	25.43¢	(62.06¢)	(32.08¢)	(48.55¢)	(45.28¢)	7.35¢	32.76¢		(.06¢)	23.73¢		26.23¢

* See attached statement for details of Extraordinary Items and Surplus Adjustments.
$ Tonnage Sold plus tonnage used in connection with Mining Operations. Actual Production not given in report.
** Pittsburgh Coal Company reports additional surplus adjustments of ($5,090,020.00) and ($10,595.80) which are excluded for the reason they are considered Capital Surplus Items, as explained in attached statement showing Details of Extraordinary Items and Surplus Adjustments.
(a) Includes dividends paid on preferred stock of Carter Coal Company $228,182.
(b) Includes earnings accruing to minority interests in subdivision companies $97,304.
(c) In addition to the purchased bituminous shown this company purchased 338,018 tons of anthracite and 36,559 tons of coke.
(d) Includes royalty paid (amount not reported.)

[fol. 1417]

TABLE I—(Continued)

Details of Extraordinary Items and Surplus Adjustments Item Shown in Attached Profit and Loss Comparisons for the Year 1927
Figures in Parenthesis ( ) Represent Loss Items

Gain or Loss	Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Pennsylvania Coal & Coke Corporation	Clinchfield Coal Corporation	Virginia Iron, Coal & Coke Company	The New River Company	The American Coal Company of Allegheny County	The Davis Coal & Coke Company	Westmoreland Coal Company
Sale of Capital Assets	$58,576.18	$44,409.10	($12,451.67)			$55,091.10				
Charges applicable to period prior to Jan. 1, 1927 representing reduction of investments to appraised values, property abandonments, depletion, etc., as approved by Directors	(8,295,681)									
Loss through scrapping of obsolete Mine plants and Equipment		(950,466.92)								
Adjustments of Depletion and Sundry Adjustments of Coal Lands and Real Estate		(23,371.00)								
Federal Income Taxes paid or adjusted		(74,494.53)						$1,821.08		
Sales adjustments—prior period			(36,352.71)							
Net additional Federal Taxes and Expenses incidental thereto							($343,453.60)			
Other adjustments—No details given in reports				$9,903.37	($30,123.99)	664,229.65			($15,966.77)	$18,968.00
Totals	($8,238,105.40)	($1,003,923.35)	($48,804.38)	$9,903.37	($30,123.99)	$719,320.75	($343,453.60)	$1,821.08	($15,966.77)	$18,968.00

Note.—Other Surplus adjustments not included in earnings statement as they are considered Capital Surplus Items:

Difference between Par Value and Selling Price of 78,308 shares of Common Treasury Stock		(509,020.00)
Premium Paid on purchase of 50 shares of Pittsburgh & Castle Shannon R. R. Co., Capital Stock		(10,595.80)
Total as per Report		($6,104,539.15)

[fol. 1418]

TABLE II

Profit and Loss Comparisons for Year 1928

Figures in Parenthesis ( ) Represent Loss Items

	Island Creek Coal Company	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Pennsylvania Coal & Coke Corporation	Clinchfield Coal Corporation	Virginia Iron, Coal & Coke Company	Elk Horn Coal Corporation	The New River Company	The American Coal Company of Allegheny County	The Davis Coal & Coke Company	Westmoreland Coal Company
Coal Tonnages:													
Produced Own Mines	5,430,843	814,907	10,714,886	11,395,085	2,623,293	2,090,318	1,523,042	1,370,679	Not Reported	3,041,844	1,302,054	Not Reported	2,754,203
Produced by Lessees	196,826	.....	3,307,500	.....	13,937	.....	97,432	.....		.....	.....		.....
Purchased (Bituminous)	.....	.....	.....	(b)1,817,977	.....	.....	.....	.....		.....	.....		.....
Total	5,627,669	814,907	14,022,386	13,213,062	2,657,230	2,090,318	1,620,474	1,370,679		3,041,844	1,302,054		2,754,203
Net Operating Earnings	$4,187,484	$413,612	$3,415,312	$2,961,633	$66,709	($211,374)	Not Shown	$233,732	$861,870	.....	$446,021	$273,407	$812,556
Deduct:													
Interest and Other Charges	.....	$69,315	(a)$1,751,426	(c)$682,282	$158,941	$78,300	$28,547	$89,627	$450,896		.....	.....	.....
Federal Income Tax	$385,000	25,000	.....	.....	.....	.....	.....	.....	.....		$14,402	$6,656	$9,625
Total	$385,000	$94,315	$1,751,426	$682,282	$158,941	$78,300	$28,547	$89,627	$450,896	No Details Given	$14,402	$6,656	$9,625
Profit before Depletion and Depreciation	$3,802,484	$319,297	$1,663,886	$2,279,351	($92,232)	($289,674)	.....	$144,105	$410,974		$431,619	$266,751	$802,931
Deduct:													
Depletion, Depreciation and Amortization	912,493	157,243	2,040,491	2,818,962	800,771	230,133	Not Shown	208,327	399,297		233,942	(d)149,622	620,901
Net Ordinary Profit and Loss	$2,889,991	$162,054	($376,605)	($539,611)	($893,003)	($519,807)	($249,589)	($64,222)	$11,677	$390,109	$197,677	$117,129	$182,030
*Extraordinary Items and Surplus Adjustments	.....	.....	4,606	(949,153)	(28,958)	(132,401)	932	18,076	(12,053)	(168,901)	(44,800)	11,760	9,037
Indicated Net Surplus Credits or Charges Exclusive of Dividends	$2,889,991	$162,054	($371,999)	($1,488,764)	($921,961)	($652,208)	($248,657)	($46,146)	($376)	$221,208	$152,877	$128,889	$191,067
Per Ton of Coal Produced from Own Mines													
Net Operating Earnings	77.10¢	50.75¢	31.88¢	25.99¢	2.54¢	(10.11¢)	.....	17.05¢			34.25¢		29.50¢
Deduct:													
Interest and Other Charges	.....	8.50¢	16.34¢	5.98¢	6.06¢	3.74¢	1.87¢	6.54			.....		.....
Federal Income Tax	7.09¢	3.06	.....	.....	.....	.....	.....	.....			1.10¢		.35¢
Total	7.09¢	11.56¢	16.34¢	5.98¢	6.06¢	3.74¢	1.87¢	6.54¢	Tonnage not Reported		1.10¢	Tonnage not Reported	.35¢
Profit before Depletion and Depreciation	70.01¢	39.19¢	15.54¢	20.01¢	(3.52¢)	(13.85¢)	.....	10.51¢			33.15¢		21.15¢
Deduct:													
Depletion, Depreciation and Amortization	16.80	19.30	19.04	24.74	30.52	11.01	.....	15.20			17.96		22.54
Net Ordinary Profit or Loss	53.21¢	19.89¢	(3.50¢)	(4.73¢)	(34.04¢)	(24.86¢)	(16.39¢)	(4.69¢)		12.82¢	15.19¢		6.61¢
Extraordinary Items and Surplus Adjustments	.....	.....	.03	(8.33)	(1.11)	(6.34)	.06	1.32		(5.55)	(3.44)		.33
Indicated Net Surplus Credits or Charges Exclusive of Dividends	53.21¢	19.89¢	(3.47¢)	(13.06¢)	(35.15¢)	(31.20¢)	(16.33¢)	(3.37¢)		7.27¢	11.75¢		6.94¢

* See attached statements for details of extraordinary items and surplus adjustments.
% Tonnage sold plus tonnage used in connection with Mining Operation. Actual Production not given in Reports.
(a) Includes dividends paid on Preferred Stock of Carter Coal Company, $223,826.
(b) In addition to the purchased bituminous shown this company purchased 322,708 tons of anthracite and 26,810 tons of coke.
(c) Includes earnings accruing to minority interests in subsidiary companies, $70,072.
(d) Includes royalties paid (amount not reported.)

[fol. 1419]

TABLE II—(Continued)

Details of Extraordinary Items and Surplus Adjustments Item Shown in Attached Profit and Loss Comparisons for the Year 1928
Figures in Parentheses ( ) Represent Loss Items

Gain or Loss	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Pennsylvania Coal & Coke Corporation	Clinchfield Coal Corporation	Virginia Iron, Coal & Coke Company	Elk Horn Coal Corporation	The New River Company	The American Coal Company of Allegheny County	The Davis Coal & Coke Company	Westmoreland Coal Company
Sales of Capital Assets	$465,763.67	$45,740.32	($533.66)	($191,417.34)							
Charges applicable to period prior to Jan. 1, 1928 representing provision for contingencies, property abandonments and other adjustments	(461,157.57)										
Loss through Scrapping of obsolete mine Plants and Equipments and other adjustments		(481,864.97)									
Unavailable Coal Acreage charged off		(455,118.94)									
Federal Income Taxes Paid		(57,909.66)						$110,000.00			
Sales Adjustments—Prior Period			(29,686.30)					8,701.28			
Profit on Sale of Power Contract											
Surplus of Minority Stockholders of Dillon Coal & Land Company acquired by purchase											
Net Additional Federal Taxes and expenses incidental thereto								(287,601.88)			
Adjustment of Depletion and Depreciation for prior periods									$17,813.68		
Charging off undepreciated balance in Pinnacle Tipple Account, determined to be obsolete during 1927 Account— Consolidation Pinnacle & Crane Creek Mines									(59,823.75)		
Sundry Adjustments—No Details			1,262.04	59,016.59	$931.67	$18,076.44	($12,052.59)		(2,789.67)	$11,760.01	$9,037.00
Totals	$4,606.10	($949,153.25)	($28,957.92)	($132,400.75)	$931.67	$18,076.46	($12,052.59)	($168,900.60)	($44,799.74)	$11,760.01	$9,037.00

[fol. 1420]

Table III

Profit and Loss Comparisons for the Year 1929

Figures in Parenthesis ( ) Represent Loss Items

	Island Creek Coal Company	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Pennsylvania Coal & Coke Corporation	Clinchfield Coal Corporation	Virginia Iron, Coal & Coke Company	Elk Horn Coal Corporation	The New River Company	The American Coal Company of Allegheny County	The Davis Coal & Coke Company	Westmoreland Coal Company
Coal Tonnages:													
Produced Own Mines	6,305,012	849,928	11,431,612	13,378,304	2,777,790	2,429,874	1,852,655	1,284,678		3,158,369	1,474,791		2,935,630
Produced by Lessees	272,391	.....	2,225,666	.....	19,796	.....	69,049	.....	Not reported	.....	.....	Not reported	.....
Purchased (Bituminous)	.....	.....	.....	(b)2,124,288	.....	.....	.....	.....		.....	.....		.....
Total	6,577,403	849,928	13,657,278	15,502,592	2,797,586	2,429,874	1,921,704	1,284,678		3,158,369	1,474,791		2,935,630 $
Net Operating Earnings	$4,695,561	$288,698	$4,313,187	$5,355,506	$293,711	$440,594	$238,055	$242,955	$886,796	.....	$437,998	$419,688	$649,259
Deduct:													
Interest and Other Charges	.....	$48,918	(a)$1,743,157	(c)$1,844,302	$135,874	$63,792	$26,839	$83,665	$437,934		.....	.....	.....
Federal Income Tax	$400,000	8,188	62,442	.....	.....	.....	.....	.....	.....	No details given in report	9,500	22,550	8,598
Total	$400,000	$57,106	$1,805,599	$1,844,302	$135,874	$63,792	$26,839	$83,665	$437,934		$9,500	$22,550	$8,598
Profit before Depletion and Depreciation	$4,295,561	$231,592	$2,507,588	$3,511,204	$157,837	$376,802	$211,216	$159,290	$448,862		$428,498	$397,138	$640,661
Deduct:													
Depletion, Depreciation and Amortization	1,097,460	170,924	2,231,059	3,514,109	851,294	267,382	428,022	173,495	414,024		250,590	(d)149,211	496,194
Net Ordinary Profit or Loss	$3,198,101	$60,668	$276,529	($2,905)	($693,457)	$109,420	($216,806)	($14,205)	$34,838	$548,932	$177,908	$247,927	$144,467
*Extraordinary Items and Surplus Adjustments	.....	.....	(846,241)	(1,785,000)	(505,429)	19,360	78,235	2,000	(3,498)	209,410	(54,580)	5,413	**
Indicated Net Surplus Credits or Charges Exclusive of Dividends	$3,198,101	$60,668	($569,712)	($1,787,905)	($1,198,886)	$128,780	($138,571)	($12,205)	$31,340	$758,342	$123,328	$253,340	$144,467
					Per Ton of Coal Produced from Own Mines								
Net Operating Earnings	74.47¢	33.97¢	37.73¢	40.03¢	10.57¢	18.14¢	12.85¢	18.91¢		.....	29.70¢		22.11¢
Deduct:													
Interest and Other Charges	.....	5.76¢	15.25¢	13.79¢	4.89¢	2.64¢	1.45¢	6.51¢		.....	.....		.....
Federal Income Tax	6.34¢	.96	.54	.....	.....	.....	.....	.....		.....	.65		.29
Total	6.34¢	6.72¢	15.79¢	13.79¢	4.89¢	2.64¢	1.45¢	6.51¢		.....	.65¢		.29¢
Profit Before Depletion and Depreciation	68.13¢	27.25¢	21.94¢	26.24¢	5.68¢	15.50¢	11.40¢	12.40¢	Tonnage not reported	.....	29.05¢	Tonnage not reported	21.82¢
Deduct:													
Depletion, Depreciation and Amortization	17.41	20.11	19.52	26.2o	30.65	11.00	23.10	13.50		.....	16.99		16.90
Net Ordinary Profit or Loss	50.72¢	7.14¢	2.42¢	(.02)	(24.97¢)	4.50¢	(11.70¢)	(1.10¢)		17.38¢	12.06¢		4.92¢
Extraordinary Items and Surplus Adjustments	.....	.....	(7.40)	(13.34)	(18.19)	.80	4.22	.15		6.63	(3.70)		.....
Indicated Net Surplus Credits or Charges Exclusive of Dividends	50.72¢	7.14¢	(4.98¢)	(13.36¢)	(43.16¢)	5.30¢	(7.48¢)	(.95¢)		24.01¢	8.36¢		4.92¢

$ Tonnage sold plus tonnage used in connection with Mining Operations. Actual production not given in reports.
* See attached statement for details of Extraordinary Items and Surplus Adjustments.
** Surplus Adjustments during 1929 totalled ($6,078,536.15) with no details given. As new Company was formed to own Coal Lands, and Capital Stock reduced, the adjustments are presumed to represent book entries so are not shown in Earnings Statement.
(a) Includes dividends paid on preferred stock of Carter Coal Company, $219,165.
(b) In addition to the purchased bituminous shown this company purchased 291,988 tons of anthracite and 48,480 tons of coke.
(c) Includes earnings accruing to minority interests in subsidiary companies, $95,598.
(d) Includes royalties paid (amount not reported).

[fol. 1421]

(TABLE III—Continued)

Details of Extraordinary Items and Surplus Adjustments Item Shown in Attached Profit and Loss Comparisons for the Year 1929

Figures in Parentheses ( ) Represent Loss Items

Gain or Loss	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Pennsylvania Coal & Coke Corporation	Clinchfield Coal Corporation	Virginia Iron, Coal & Coke Company	Elk Horn Coal Corporation	The New River Company	The American Coal Company of Allegheny County	The Davis Coal & Coke Company	Westmoreland Coal Company
Sale of Capital Assets	$10,517.00	$18,497.69	($3,070.56)								
Loss in closing receivership of allied Company and reduction of securities to market values at December 31, 1929	(856,758.29)										
Loss on obsolete Mine Plants and Equipments scrapped, unavailable coal acreage charged off and other charges relating to previous years' operations		(1,759,147.50)									
Federal Income Taxes Paid		(44,349.69)									
Provision for possible additional prior years' Federal Income Taxes and contingencies			(350,055.82)								
Additional provision for Workmen's Compensation Insurance			(125,000.00)								
Provision to reduce Book Value of Liberty Loan Bonds to approximate market value			(6,640.63)								
Adjustment of Material and Supplies Inventory			(28,901.66)								
Excess of provision for Estimated State Taxes at December 31, 1928			8,239.42								
Net Income arising from encroachment on Coal Lands owned								$39,493.76			
Net Refund of Federal Taxes and Interest								121,232.46			
Transfer of Dunn Loop Coal and Coke Company reserves for contingencies and depreciation								47,119.89			
Adjustment for prior years taxes—net									$1,730.41		
Charging off undepreciated balance on Piedmont Washery account, determined to be obsolete during 1929, account installation hydroseparator and dry cleaning plants									(56,311.00)		
Other Surplus adjustments—no details given				$19,359.63	$78,235.27	$2,000.00	($3,498.08)	1,563.60		$5,413.01	
Totals	($846,241.29)	($1,784,999.50)	($505,429.25)	$19,359.63	$78,235.27	$2,000.00	($3,498.08)	$209,409.71	($54,580.59)	$5,413.01	
Note.—Surplus adjustments during the Year 1929 with no details given. As a new company was formed, Westmoreland Incorporated, and all coal lands transferred to it and the Capital Stock of the old company reduced, the adjustments are presumed to represent book entries so are not shown in Earnings on comparison of Profit and Loss Statement											($6,078,536.15)

[fol. 1422]

TABLE IV

Profit and Loss Comparisons for Year 1930
Figures in Parentheses ( ) Represent Loss Items

	Island Creek Coal Company	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Clinchfield Coal Corporation	The New River Company	Virginia Iron, Coal & Coke Company	Pennsylvania Coal & Coke Corporation	West Virginia Coal & Coke Corporation	Elk Horn Coal Corporation	The Davis Coal & Coke Company	The American Coal Company of Allegheny County
Coal Tonnages:													
Produced Own Mines	5,496,501	1,065,043	10,232,722	13,308,659	2,424,240	1,781,687	3,141,178	978,722	2,137,914	3,215,260	1,830,043	Not	1,373,350
Produced by Lessees	226,090	.....	2,110,998	.....	210,534	149,662	.....	.....	.....	.....	690,061	Reported	.....
Purchased—Bituminous	.....	.....	.....	(b)1,801,597	.....	.....	.....	.....	.....	.....	.....		.....
Total Tonnages	5,722,591	1,065,043	12,343,720	15,110,256	2,634,774	1,931,349	3,141,178	978,722	2,137,914	3,215,260	2,520,103	.....	1,373,350
Net Operating Earnings	$3,527,395	$627,609	$3,663,428	$4,495,828	$315,714	$275,073		$197,480	$272,565	$419,020	$695,638	$348,230	$301,028
Deduct:													
Interest and Other Charges	.....	81,784	(a)1,748,262	(c)1,780,943	134,010	25,340	Details not given in report	77,802	48,434	69,371	394,655	.....	.....
Federal Income Tax	290,000	49,000	.....	.....	.....	.....		.....	.....	.....	.....	21,400	16,500
Total	$290,000	$130,784	$1,748,262	$1,780,943	$134,010	$25,340		$77,802	$48,434	$69,371	$394,655	$21,400	$16,500
Profit Before Depletion and Depreciation	$3,237,395	$496,825	$1,915,166	$2,714,885	$181,704	$249,733		$119,678	$224,131	$349,649	$300,983	$326,830	$284,528
Depletion, Depreciation and Amortization	834,613	156,711	2,361,371	3,801,784	824,649	430,389		154,304	252,381	443,944	368,618	(d)108,300	255,258
Net Ordinary Profit	$2,402,782	$340,114	($446,205)	($1,086,899)	($642,945)	($180,656)	$539,392	($34,626)	($28,250)	($94,295)	($67,635)	$218,530	$29,270
*Extraordinary Items and Surplus Adjustments	.....	(251,648)	1,521,845	(3,255,637)	8,789	(9,480)	23,909	685,689	672	15,757	(4,680,712)	8,992	102,578
Net Surplus Credits	$2,402,782	$88,446	$1,075,640	($4,342,536)	($634,156)	($190,136)	$563,301	$651,063	($27,578)	($78,538)	($4,748,347)	$227,522	$131,848
					Per Ton of Coal Produced from Own Mines								
Net Operating Earnings	64.18¢	58.93¢	35.81¢	33.78¢	13.02¢	15.44¢		20.18¢	12.75¢	13.03¢	38.01¢		21.92¢
Deduct:							Details not given in report						
Interest and Other Charges	.....	7.68	17.09	13.38	5.53	1 42		7.95	2.26	2.16	21.57	Tonnage produced not given in report	.....
Federal Income Tax	5.28	4.61	.....	.....	.....	.....		.....	.....	.....	.....		1.20
Profit before Depletion and Depreciation	58.90¢	46.64¢	18.72¢	20.40¢	7.49¢	14.02¢		12.23¢	10.49¢	10.87¢	16.44¢		20.72¢
Depletion, Depreciation and Amortization	15.19	14.71	23.08	28.57	34.02	24.16		15.77	11.81	13.82	20.14		18.59
Net Ordinary Profit	43.71¢	31.93¢	(4.36¢)	(8.17¢)	(26.53¢)	(10.14¢)	17.17¢	(3.54¢)	(1.32¢)	(2.95¢)	(3.70¢)		2.13¢
Extraordinary Items and Surplus Adjustments	.....	(23.63)	14.87	(24.46)	.37	(.53)	.76	70.06	.03	.49	(255.77)		7.47
Net Surplus Credits	43.71¢	8.30¢	10.51¢	(32.63¢)	(26.16¢)	(10.67¢)	17.93¢	66.52¢	(1.29¢)	(2.44¢)	(259.47)	.....	9.60¢

*See attached Statement for Details.
(a) Includes dividends paid on preferred stock of Carter Coal Company, $214,291.
(b) In addition to the purchased bituminous shown this company purchased 170,544 tons anthracite and 41,781 tons of coke.
(c) Includes earnings accruing to minority interests in subsidiary companies, $56,288.
(d) Includes royalties paid (amount not reported).

TABLE IV—(Continued)

Details of Extraordinary Gains or Losses Shown in Attached Profit and Loss Comparisons for Year 1930
Figures in Parentheses ( ) Represent Loss Items

	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Clinchfield Coal Corporation	The New River Company	Virginia Iron Coal & Coke Company	Pennsylvania Coal & Coke Corporation	West Virginia Coal & Coke Corporation	Elkhorn Coal Corporation	Davis Coke & Coal Company	American Coal Company of Allegheny County
Loss due to abandonment of Property	($251,648)											
Profit from Sale of Capital Assets		$15,391	$8,203									
Discount on Bonds redeemed through Sinking Fund		298,946										
Adjustment of Federal Income and Profits Tax Liability, less reduction in value of Investments		1,207,508										
Loss on obsolete Mine Plants and Equipment scrapped, Unavailable coal acreage charged off and other charges relating to previous years' operations			(2,954,634)									$64
Federal Income Taxes for prior years			(309,206)									
Excess of Provision for State Taxes for prior years				$8,789								
Surplus adjustments—no details					($9,480)	$23,909	*$685,689	$672	$15,757	($170,062)	$8,992	
Shrinkage in market value of Securities and Investments and adjustments in Property Accounts										(4,396,987)		
Workmen's Compensation Reserve										(113,663)		
Fire Use and Occupancy Insurance Recovery												129,456
Premium paid on Company's own Capital Stock												(26,942)
Totals	($251,648)	$1,521,845	($3,255,637	$8,789	($9,480)	$23,909	$685,689	$672	$15,757	($4,680,712)	$8,992	$102,578

* Not shown in report but indicated by increase in Surplus Account during year 1930. It is believed following paragraph in Annual Report covers:
"On account of dividends received during the year from the Colony Coal and Coke Corporation and from another of your subsidiary companies, the New York and Virginia Mining and Mineral Company, owning valuable mineral lands in Virginia, the Virginia Iron Coal and Coke Company was able to pay up all deferred dividends on its preferred stock and the current dividend on same due January 1, 1931."

[fol. 1424]

TABLE V

Profit and Loss Comparisons for Year 1931
Figures in Parentheses ( ) Represent Loss Items

	Island Creek Coal Company	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Clinchfield Coal Corporation	The New River Company	Virginia Iron, Coal & Coke Company	Pennsylvania Coal & Coke Corporation	West Virginia Coal & Coke Corporation	Westmoreland Coal Company	The Davis Coal & Coke Company	The American Coal Company of Allegheny County
Coal Tonnages:													
Produced Own Mines	4,329,022	1,149,692	9,866,584	10,931,636	2,134,874	1,619,626	2,597,585	893,389	1,674,076	2,881,000	2,001,562	Not Reported	1,341,444
Produced by Lessees	133,480	.....	1,450,275	.....	11,776	104,307	.....	.....	.....	.....	.....		.....
Purchased (Bituminous)	.....	.....	.....	(d)1,622,467	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total Tonnages	4,462,502	1,149,692	11,316,859	12,554,103	2,146,650	1,723,933	2,597,585	893,389	1,674,076	2,881,000	2,001,562	.....	1,341,444
Net Operating Earnings	$2,263,043	$396,880	$557,222	$2,988,023	$99,812	$255,833	.....	$303,129	($54,602)	$335,369	$334,566	$230,739	$114,349
Deduct:													
Interest and Other Charges	.....	$79,941	(a)$1,688,328	(b)$1,512,899	$133,435	$23,825	Details	$74,512	$25,808	$68,544	.....	.....	.....
Federal Income Tax	$190,000	17,000	.....	23,596	.....	.....	not	.....	4,473	.....	.....	$7,100	.....
Total	$190,000	$96,941	$1,688,328	$1,536,495	$133,435	$23,825	given in	$74,512	$25,808	$68,544	.....	$7,100	.....
Profit Before Depletion and Depreciation	$2,073,043	$299,939	($1,131,106)	$1,451,528	($33,623	$232,008	report	$228,617	($80,410)	$266,825	$334,566	$223,639	$114,349
Depletion, Depreciation and Amortization	626,687	181,009	2,270,728	3,657,885	722,376	358,147		122,668	221,306	478,818	341,881	(c)94,717	253,798
Net Ordinary Profit	$1,446,356	$118,930	($3,401,834)	($2,206,357)	($755,999)	($126,139)	$156,758	$105,949	($301,716)	($211,993)	($7,315)	$128,922	($132,449)
*Extraordinary Items and Surplus Adjustments	73,992	(10,991)	106,506	(1,404,639)	(275,217)	(116,119)	(3,574)	(175,844)	(3,553)	(7,708)	3,466	11,661	(76,556)
Net Surplus Credits	$1,520,348	$107,939	($3,295,328)	($3,610,996)	($1,031,216)	($242,258)	$153,184	($69,895)	($305,269)	($219,701)	($3,849)	$117,261	($216,005)
Per Ton of Coal Produced from Own Mines													
Net Operating Earnings	52.28¢	34.52¢	5.65¢	27.33¢	4.68¢	15.80¢		33.93¢	(3.26¢)	11.64¢	16.72¢		8.52¢
Deduct:													
Interest and Other Charges	.....	6.95	17.11	13.84	6.25	1.48		8.34	1.54	2.38	.....		.....
Federal Income Tax	4.39	1.48	.....	.21	.....	.....	Details	.....	.....	.....	.....		.....
Total	4.39¢	8.43¢	17.11¢	14.05¢	6.25¢	1.48¢	not given in	8.34¢	1.54¢	2.38¢	.....	Tonnage Produced not given in report	.....
Profit Before Depletion and Depreciation	47.89¢	26.09¢	(11.46¢)	13.28¢	(1.57¢)	14.32¢	report	25.59¢	(4.80¢)	9.26¢	16.72¢		8.52¢
Depletion, Depreciation and Amortization	14.48	15.74	23.01	33.46	33.84	22.11		13.73	13.22	16.62	17.08		18.92
Net Ordinary Profit	33.41¢	10.35¢	(34.47¢)	(20.18¢)	(35.41¢)	(7.79¢)	6.03¢	11.86¢	(18.02)	(7.36¢)	(.36¢)		(10.40¢)
Extraordinary Items and Surplus Adjustments	1.71	(.96)	1.07	(12.85)	(12.89)	(7.17)	(.13)	(19.68)	(.21)	(.27)	.17		(5.70)
Net Surplus Credits	35.12¢	9.39¢	(33.40¢)	(33.03)	(48.30¢)	(14.96¢)	5.90¢	(7.82¢)	(18.23¢)	(7.63¢)	(.19¢)		(16.10¢)

* See attached statement for details.
(a) Includes dividends paid on preferred stock of Carter Coal Company $209,767.
(b) Includes net loss of subsidiary companies accruing to minority interests ($15,122).
(c) Includes royalties paid (amount not reported).
(d) In addition to the purchased bituminous shown this company purchased 114,328 tons of anthracite and 49,451 tons of coke.

[fol. 1425]

TABLE V—(Continued)

Details of Extraordinary Items and Surplus Adjustments shown in Attached Profit and Loss Comparisons for Year 1931
Figures in Parentheses ( ) Represent Loss Items

(Gain or Loss)	Island Creek Coal Company	Pond Creek Pocahontas Company	The Consolidation Coal Company	Pittsburgh Coal Company	Pittsburgh Terminal Coal Corporation	Clinchfield Coal Corporation	The New River Company	Virginia Iron, Coal & Coke Company	Pennsylvania Coal & Coke Corporation	West Virginia Coal & Coke Corporation	Westmoreland Coal Company	The Davis Coal & Coke Company	The American Coal Company of Allegheny County
Profit from Sales of Capital Assets	$73,992		$6,802	($32,937)									$27,176
Premiums or Discounts on own Stocks and Bonds Acquired			600,019		$1,240			$13,387					(13,149)
Reduction of Investments in—Subsidiary Company in receivership and provision for loss in Canadian Funds and Other Contingencies			(500,315)										
Special Charge due to Shrinkage in Foreign Exchange		($10,991)		(61,125)									
Net Book Value of obsolete Mine Plants and Equipment scrapped, Unavailable Coal Lands Charged Off, Etc.				(916,882)	(248,608)								
Provision for Contingency Reserve				(321,932)									
Federal Income Taxes for prior years				(71,763)				(36,215)					(2,467)
Settlement of Suit against Panama Railway Company							$33,018						
Reduction of Securities to Market Value							(33,844)						(230,088)
Materials and Supplies at Idle Plants written down								(91,685)					
Balance of Cost of Plant Appraisals written off								(57,581)					
Adjustment of allowance for Depreciation resulting from Final determination of Federal Income Taxes for prior years													66,842
Miscellaneous or no details given in reports					(27,849)	($116,119)	(2,748)	(3,750)	($3,553)	($7,708)	$3,466	($11,661)	
Total	$73,992	($10,991)	$106,506	($1,404,639)	($275,217)	($116,119)	($3,574)	($175,844)	($3,553)	($7,708)	$3,466	($11,661)	($151,686)
Fire Insurance recovery—use and occupancy													75,130
Correct total													$76,556

[fol. 1426] DEFENDANTS' EXHIBIT No. 6

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No.—

It is hereby stipulated by and between the petitioner and the defendants in the above cause, as follows:

(1) That "The Oil and Gas Journal's map of natural gas trunk pipe lines in the United States, Copyright 1931 by The Petroleum Publishing Company, Tulsa, Oklahoma," a copy of which is attached hereto, which will be offered in evidence by the defendants herein, is a map purporting to show the natural gas trunk pipe lines in the United States.

(2) That "The Oil and Gas Journal's map of Oil and Gasoline Trunk Pipe Lines, with locations of refinery centers shown by circles, Copyright 1931, by the Petroleum Publishing Company, Tulsa, Oklahoma", a copy of which is attached hereto, is a map purporting to show the oil and gasoline trunk pipe lines in the United States.

(3) That the map of electric transmission lines of eastern United States, prepared by The J. G. White Engineering Corporation, 43 Exchange Place, New York City, and dated March 9, 1931, a copy of which is attached hereto, is a map purporting to show electric transmission lines of the eastern United States.

There is expressly reserved to the petitioner the right to object to the materiality or relevancy of the attached maps.

John Lord O'Brian, the Assistant to the Attorney General, Attorney for Petitioner. William T. Donovan, Attorney for Defendants.

(Here follow Defendants' Exhibits 6a and 6b, side folio 1427, 1428 and 1429)

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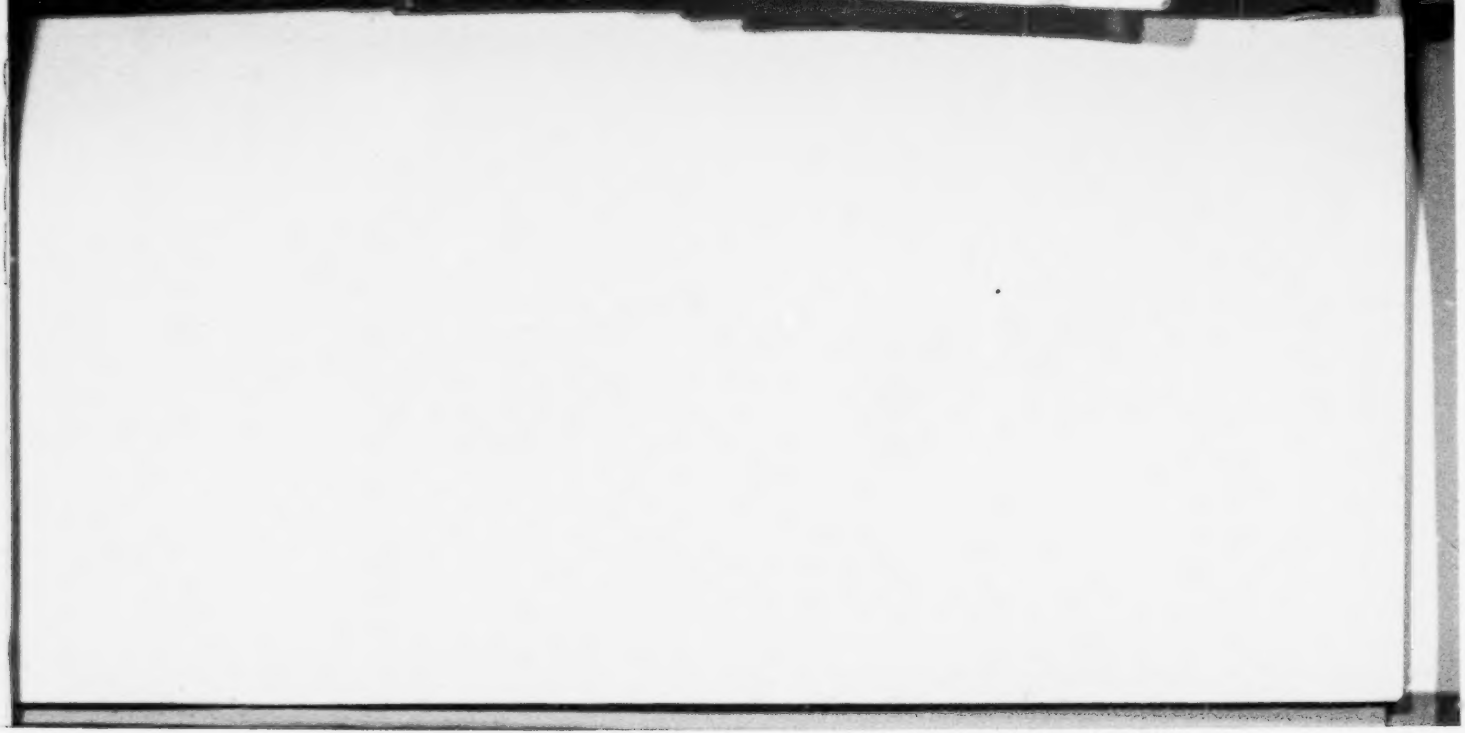

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[fol. 1430] DEFENDANTS' EXHIBIT No. 7

IN UNITED STATES DISTRICT COURT

[Title omitted]

Stipulation No.—

It is hereby stipulated by and between the petitioner and the defendants in the above cause that the net income or deficit for the year 1929 of the industries listed in the annexed table, as shown in the unaudited Federal income tax returns of all companies in these industries which reported income data in said returns, are as shown in the attached table; that dividends received from domestic corporations, and interest received which was not taxable under the Federal Income tax laws, for example, interest on United States, State and municipal bonds, are not included in the computation of said net income or deficit.

That nothing herein contained shall constitute, or be construed as constituting, an admission by the petitioner that the facts herein stipulated to be true are relevant and material to a decision of the issues in this cause; and the petitioner reserves the right to object to their admissibility upon the ground of relevancy and materiality.

John Lord O'Brian, the Assistant to the Attorney General, Attorney for Petitioner. William T. Donovan, Attorney for Defendants.

[fol. 1431] Corporation Returns for 1929 by Major Industrial Groups and Sub-Groups

Industrial Groups	Net profit or loss Corporations reporting net income			Corporations reporting no net income		
	Number of returns	Net income	Income tax	Number of returns	Deficit	Net gain or loss (−)
Agriculture and related industries:						
1. Farming—Cotton, grain, stock; horticulture and all other farming; lessors	3,886	$58,065,310	$5,373,261	4,397	$41,344,675	$16,720,635
2. Related industries—Forestry, fishing, ice harvesting, and other related industries; holders and lessors	521	14,735,413	1,409,798	626	12,198,693	2,536,720
Total agriculture and related industries	4,407	72,800,723	6,783,059	5,023	53,543,368	19,257,355
Mining and quarrying:						
3. Metal mining—Iron, copper, lead, zinc, gold, silver, quicksilver	295	189,688,964	20,053,890	719	24,464,698	165,224,266
Coal:						
4. Anthracite	62	12,908,668	1,339,793	176	10,486,431	2,422,237
5. Bituminous, lignite, and peat	905	39,396,569	3,940,062	1,437	50,700,422	−11,303,853
6. Oil and gas	1,850	104,548,662	10,437,571	2,311	74,946,528	29,602,134
7. Other minerals—Asbestos, clay, granite, precious and semiprecious stones, salt, etc.	1,069	54,915,098	5,711,646	980	16,327,490	38,587,608
8. Mining and quarrying n.e.s.*, lessors and holders	1,030	29,068,981	2,835,836	1,668	21,514,039	7,554,942
Total mining and quarrying	5,211	430,526,942	44,318,798	7,291	198,439,608	232,087,334
Manufacturing:						
Food products, beverages and tobacco—						
9. Bakery and confectionery products	2,117	128,822,733	13,537,665	1,303	17,803,557	111,019,176

10. Canned products—Fish, fruit, vegetables, poultry, etc.	1,068	74,065,989	7,642,671	602	7,541,461	66,524,528
11. Mill products—Bran, flour, feed, etc.	740	39,067,147	4,174,542	534	7,401,192	31,665,955
Packing house products—Fresh meats, ham, lard, bacon; meat canning, by-products, etc.	469	32,122,667	3,226,157	269	10,359,931	21,762,736
13. Sugar—Beet, cane, maple, and products	93	48,582,258	5,234,256	99	15,292,116	33,290,142
14. Beverages—Soft drinks, cereal beverages, mineral water; wines; distilling	1,276	60,508,668	6,375,803	898	11,041,762	49,466,906
15. Tobacco, cigarettes, cigars, snuff, etc.	243	132,681,671	14,554,056	177	4,941,562	127,740,109
16. Other food products—Artificial ice, butter substitutes, cereals, coffee, spices, dairy products, etc.; food products n.e.s.*	3,282	157,016,570	16,118,145	1,675	18,280,979	138,735,591
[fol. 1432] Total food products, beverages, and tobacco	9,288	672,867,703	70,863,295	5,557	92,662,560	580,205,143
Textiles and textile products, including fur—						
17. Cotton goods—Dress goods, plain cloth, etc.; napping and dyeing	487	54,566,986	5,767,912	420	32,549,948	22,017,038
18. Woolen and worsted goods—wool yarn, dress goods; wool pulling, etc.	246	14,628,654	1,486,766	317	24,922,959	−10,294,305
19. Silk and rayon goods—silk fabrics; spinning, etc.	451	57,013,420	6,129,829	374	19,849,258	37,164,162
20. Carpets, floor coverings, tapestries, etc.	82	10,219,348	1,052,608	68	8,142,519	2,076,829
21. Textiles n.e.s.* cord, felt, fur, hospital and surgical supplies, linen, other textiles, etc.	2,016	75,463,538	7,599,159	1,555	31,599,051	43,864,487
22. Clothing—custom-made, factory-made, coats, underwear, millinery, and clothing n.e.s.*	4,082	70,934,760	6,802,482	3,031	34,530,722	36,404,038
23. Knit goods—sweaters, hosiery, etc.	740	41,147,053	4,358,190	471	11,474,640	29,672,413
Total textiles and textile products	8,104	323,973,759	33,196,946	6,236	163,069,097	160,904,662

* N.e.s., not elsewhere specified.

Corporation Returns for 1929—Continued

Industrial groups	Net profit or loss: Corporations reporting net income — Number of returns	Net income	Income tax	Corporations reporting no net income — Number of returns	Deficit	Net gain or loss (−)
Leather and leather products:						
24. Boots, shoes, slippers, etc.	711	59,336,367	6,351,579	547	15,208,249	44,128,118
25. Other leather products—gloves, saddlery, harness, trunks; finishing and tanning leather, etc.	638	17,466,667	1,757,820	537	21,159,810	− 3,693,143
Total leather and leather products.	1,349	76,803,034	8,109,399	1,084	36,368,059	40,434,975
Rubber and related products:						
26. Tires and tubes, etc.	42	38,640,204	4,198,952	97	35,470,138	3,170,066
27. Other rubber goods—boots, shoes, hose, and artificial rubber	206	15,688,038	1,651,992	150	2,953,404	12,734,634
28. Bone, celluloid, and ivory products	63	1,995,392	204,035	56	767,873	1,227,519
Total rubber and related products.	311	56,323,634	6,054,979	303	39,191,415	17,132,219
Lumber and wood products:						
29. Sawmill and planing—mill products	1,876	70,940,034	6,964,599	1,646	38,580,323	32,359,711
30. Other wood products—carriages, wagons, furniture, baskets, etc.	2,319	64,671,804	6,472,062	1,648	29,918,352	34,753,452
Total lumber and wood products.	4,195	135,611,838	13,436,661	3,294	68,498,675	67,113,163
31. Paper, pulp, and products [fol. 1433]	1,406	124,346,557	13,222,001	673	19,892,939	104,453,618
32. Printing and publishing	7,331	270,829,232	28,017,073	3,839	47,748,712	223,080,520
Chemicals and allied substances:						
33. Petroleum and other mineral oil refining	319	478,446,143	51,387,925	254	21,430,294	457,015,849

34. Chemicals proper, acids, compounds, etc.	276	125,974,068	13,753,713	184	2,662,835	123,311,233
35. Allied chemical substances—drugs, oils, paints, soaps, and other chemical substances n.e.s.*	3,267	297,357,893	31,957,876	2,466	31,303,110	266,054,783
36. Fertilizers	211	9,733,966	1,024,518	94	1,580,192	8,153,774
Total chemicals and allied substances	4,073	911,512,070	98,124,032	2,998	56,976,431	854,535,639
37. Stone, clay, glass, and related products	2,572	163,646,396	17,267,685	1,989	33,438,647	130,207,749
Metal products and processes:						
38. Iron and steel—products of blast furnaces, rolling mills, foundries, etc.	2,109	513,851,769	55,523,526	841	22,623,453	491,228,316
39. Locomotives and railroad equipment	114	54,168,433	5,687,383	64	2,221,142	51,947,291
40. Motor vehicles, complete or parts	530	505,759,011	45,549,256	536	32,052,283	473,706,728
41. Factory machinery—food production machinery; leather, metal, paper, printing, textile, and woodworking machinery	900	95,257,033	9,877,388	492	13,418,998	81,838,035
42. Agricultural machinery and equipment	279	112,400,043	12,347,843	212	4,548,059	107,851,984
43. Electrical machinery and equipment	691	211,994,451	23,092,299	562	10,199,936	201,794,515
44. Miscellaneous machinery — building, construction, gas, and mining machinery and equipment	1,886	177,893,305	18,390,688	976	27,690,149	150,203,156
45. Household machinery and equipment, etc.	580	70,679,875	7,499,023	494	11,310,246	59,369,629
46. Office equipment, etc.	204	70,834,466	7,475,650	151	2,788,881	68,045,585
47. Metal building material and equipment	868	76,663,356	8,704,147	704	11,786,175	64,877,181
48. Hardware, tools, etc.	1,525	180,888,986	19,342,411	644	10,931,313	169,957,673
49. Precious metal products and processes; jewelry, etc.	559	24,462,955	2,398,359	358	6,117,708	18,345,247
50. Other metals, products, and processes; combinations of foundry and machine shop	2,619	196,913,186	20,605,714	1,258	14,424,872	182,488,314
Total metal products and processes	12,864	2,291,766,869	236,493,687	7,292	170,113,215	2,121,653,654

* N.e.s., not elsewhere specified.

Corporation Returns for 1929—Continued

Industrial groups	Net profit or loss Corporations reporting net income: Number of returns	Net income	Income tax	Corporations reporting no net income: Number of returns	Deficit	Net gain or loss (−)
[fol. 1434] Miscellaneous manufacturing:						
51. Radios, complete or parts	124	16,224,480	1,788,846	180	19,188,626	−2,964,146
52. Musical instruments, optical goods, canoes, etc.	3,826	158,399,015	16,018,948	3,148	53,798,198	104,600,817
53. Airplanes, airships, seaplanes, etc.	45	13,711,546	1,459,669	149	9,297,035	4,414,511
Total miscellaneous manufacturing	3,995	188,335,041	19,267,463	3,477	82,283,859	106,051,182
Grand total manufacturing	55,488	5,216,016,133	544,053,221	36,742	810,243,609	4,405,772,524
Construction:						
54. Building and construction above ground — installing machinery, moving, wrecking, razing, etc.	7,097	68,761,698	5,827,486	5,771	35,413,441	33,348,257
55. Other construction underground and on surface—bridge building, water-front construction, related industries, etc.	3,221	103,452,481	10,060,632	2,003	27,671,573	75,780,908
56. Ship building and repairing	144	6,161,639	630,796	122	6,981,129	−819,490
Total construction	10,462	178,375,818	16,518,914	7,896	70,066,143	108,309,675
Transportation and other public utilities: Transportation and related activities—						
57. Steam railroads	314	804,665,932	86,196,687	253	45,651,974	759,013,958
58. Electric railways; Pullman cars; refrigerator, stock, poultry, and fruit cars; lessors	506	150,572,347	16,462,620	285	32,441,288	118,131,059

59. Water transportation and related activities—Ocean and fresh water lines, canals, docking, drawbridge operating, lighterage, salvaging, piloting, wharfing; lessors	1,071	59,406,252	5,787,972	652	13,575,338	45,830,914
60. Aerial transportation	147	3,137,263	288,304	435	9,626,027	−6,488,764
61. Auto bus lines, taxicabs, and sightseeing companies	1,157	12,418,379	1,075,409	953	7,479,589	4,938,790
62. Cartage and storage; food storage, packing and shipping; local transportation and related industries n.e.s.*	4,850	65,570,000	6,161,328	3,034	16,933,930	48,636,070
Total transportation and related activities	8,045	1,095,770,173	115,972,320	5,612	125,708,146	970,062,027
[fol. 1435] Other public utilities:						
63. Electric light and power companies, and combined electric light and gas companies	808	439,286,366	46,683,366	298	18,009,267	421,276,966
64. Gas companies, artificial and natural	318	64,563,226	6,915,638	169	11,822,728	52,740,498
65. Telephone and telegraph companies	2,646	289,421,726	31,465,513	993	3,076,242	286,345,484
66. Radio broadcasting companies	106	19,382,683	2,057,628	87	1,460,504	17,922,179
67. Water companies	1,003	20,902,885	2,022,647	391	1,647,340	19,255,545
68. All other public utilities—terminal stations, pipe lines, toll bridges and toll roads, irrigation systems, etc.	688	163,327,081	17,366,284	444	28,967,640	134,359,441
Total other public utilities	5,569	996,883,834	106,511,076	2,382	64,983,721	931,900,113
Grand total transportation and other public utilities	13,614	2,092,654,007	222,483,396	7,994	190,691,867	1,901,962,140
Trade:						
69. Wholesale	14,777	313,684,252	30,450,984	7,836	116,061,975	197,622,277
70. Retail	45,543	568,901,583	52,438,841	32,354	213,213,983	355,687,600
71. Wholesale and retail	6,763	136,546,885	12,791,835	3,182	32,962,011	103,584,874
72. Commission	3,835	61,107,549	5,775,545	2,624	21,434,423	39,673,126

* N.e.s., not elsewhere specified.

Corporation Returns for 1929—Continued

Industrial groups	Net profit or loss: Corporations reporting net income — Number of returns	Net income	Income tax	Corporations reporting no net income — Number of returns	Deficit	Net gain or loss (−)
73. All other trade—auto wreckers, film exchanges, pneumatic tubes, trading stamps, garages for storage, repair service, etc.	7,688	68,995,008	5,691,443	4,487	35,725,835	33,269,173
Total trade	78,606	1,149,235,277	107,148,648	50,483	419,398,227	729,837,050
Service:						
74. Domestic service—laundries, hotels, restaurants, etc.	7,005	79,319,039	6,879,762	5,746	61,538,645	17,780,394
Amusements:						
75. Theaters, legitimate, vaudeville, etc.	323	7,986,167	694,252	443	8,485,408	−499,241
76. Motion-picture producers	101	50,237,852	5,330,474	142	5,838,320	44,399,532
77. Motion-picture theaters	1,293	41,043,920	4,104,616	1,046	18,650,294	22,393,626
78. Other amusements—circuses, golf links, race tracks, pleasure resorts, etc.	2,072	16,655,055	1,448,907	2,006	12,989,118	3,665,937
Total amusements	3,789	115,922,994	11,578,249	3,637	45,963,140	69,959,854
[fol. 1436] 79. Professional service—curative, educational, engineering, legal, etc.	3,615	43,693,147	4,173,878	2,723	28,271,664	15,421,483
80. Business service—detective bureaus, trade shows, mimeographing, publishing directories, advertising, etc.	2,960	60,416,832	5,891,581	1,980	11,801,601	48,615,231
81. Other service n.e.s.*—auto camps, cemeteries, boards of trade, newspaper syndicates, photographers; concessionaires of amusements, cloakrooms, etc.	2,861	15,074,188	1,108,829	1,651	6,639,558	8,434,630
Total service	20,230	314,426,200	29,632,299	15,737	154,214,608	160,211,592

Finance:						
Banking and related industries—						
82. National banks	5,436	187,658,142	19,196,339	2,195	33,143,856	154,514,286
83. State and private banks, savings banks, loan and trust companies	13,000	324,645,656	32,460,691	4,149	63,547,961	261,097,695
84. Joint stock land banks	2	81,312	.....	23	10,487,142	−10,405,830
85. Stock and bond brokers, investment bankers	1,584	322,471,473	34,996,168	1,286	266,472,710	55,998,763
86. Financing retail sales of automobiles, pianos, radios, etc	644	22,602,896	2,024,524	149	1,176,589	21,426,307
87. Real estate and holding companies—realty development, holding or leasing; realty trust, etc	41,627	385,647,068	32,976,140	36,022	308,836,020	76,811,048
Total banking and related industries	62,293	1,243,106,547	121,653,862	43,824	683,664,278	559,442,269
Insurance Companies						
88. Life Insurance—mutual or stock companies	397	110,487,430	12,096,590	216	5,828,358	104,659,072
89. Other insurance—accident, casualty, fire, marine, title, etc	914	193,641,975	20,911,130	601	101,816,313	91,825,662
Total insurance companies	1,311	304,129,405	33,007,720	817	107,644,671	196,484,734
[fol. 1437] Other finance—						
90. Loan companies—building and loan associations; mortgage, note, or pawnbrokers; insurance agents, promoters, stock syndicates, foreign exchange and finance n.e.s.*	16,656	650,303,411	67,741,520	9,036	217,518,481	432,784,930
Total finance	80,260	2,197,539,363	222,403,102	53,677	1,008,827,430	1,188,711,933
91. Nature of business not given	1,152	2,311,539	94,395	1,748	8,703,375	−6,391,836
Grand total	269,430	11,653,886,002	1,193,435,832	186,591	2,914,128,235	8,739,757,767

* N.e.s., not elsewhere specified.

Authority: Commissioner of Internal Revenue, Statistics of Income for 1929.

[fol. 1438] DEFENDANTS' EXHIBIT No. 8

Defendants' Exhibit 8-A—McGarry

Average Weekly Production Bituminous and Lignite 1931-1920

1931	7,271,000	Tons
1930	8,991,000	"
1929	10,288,000	"
1928	9,630,000	"
1927	9,957,000	"
1926	11,026,000	"
1925	10,001,000	"
1924	9,302,000	"
1923	10,857,000	"
1922	8,121,000	"
1921	7,999,000	"
1920	10,936,000	"
Average weekly production years 1920 to 1931 inclusive	9,532,000	"

July 20, 1932.

[fol. 1439] Defendants' Exhibit 8-B—McGarry

Production Bituminous and Lignite by States Week of December 4, 1926

Alabama	506,000	Tons
Arkansas	43,000	"
Colorado	300,000	"
Illinois	2,317,000	"
Indiana	710,000	"
Iowa	118,000	"
Kansas	125,000	"
Kentucky—East	1,046,000	"
West	422,000	"
Maryland	71,000	"
Michigan	23,000	"
Missouri	85,000	"
Montana	72,000	"
New Mexico	68,000	"
North Dakota	37,000	"

Ohio	804,000	Tons
Oklahoma	74,000	"
Pennsylvania	3,650,000	"
Tennessee	141,000	"
Texas	30,000	"
Utah	98,000	"
Virginia	326,000	"
Washington	62,000	"
West Va.—South	2,290,000	"
North	958,000	"
Wyoming	172,000	"
Other States	3,000	"
Total	14,551,000	"

Summary

West of Mississippi River	1,284,000	Tons
Alabama	506,000	"
Other Districts	8,958,000	"
Total	10,748,000	"
Eastern Kentucky, Southern West Virginia, Tennessee and Virginia	3,803,000	"
Grand total	14,551,000	"

[fol. 1440] Defendants' Exhibit 8-C—McGarry

Coal Production, 1926

Week Ended September 4, 1926	10,921,000	Tons
" " October 2, 1926	11,906,000	"
" " November 6, 1926	12,993,000	"
" " December 4, 1926	14,551,000	"

Production week September 4, 1926 exceeded average weekly production over a period of 12 years by 1,389,000 tons, or 14.5%.

Production week December 4, 1926 exceeded production during week September 4, 1926 by 3,630,000 tons, or 33.2%.

July 26, 1932.

[fol. 1441] Defendants' Exhibit 8-D—McGarry

Production Bituminous and Lignite by States
Week of December 6, 1930

Alabama	304,000	Tons
Arkansas	46,000	"
Colorado	237,000	"
Illinois	1,321,000	"
Indiana	411,000	"
Iowa	98,000	"
Kansas	70,000	"
Kentucky-East	789,000	"
West	215,000	"
Maryland	52,000	"
Michigan	23,000	"
Missouri	74,000	"
Montana	74,000	"
New Mexico	41,000	"
North Dakota	48,000	"
Ohio	541,000	"
Oklahoma	69,000	"
Pennsylvania	2,327,000	"
Tennessee	109,000	"
Texas	13,000	"
Utah	136,000	"
Virginia	224,000	"
Washington	61,000	"
West Va.-South	1,680,000	"
North	615,000	"
Wyoming	147,000	"
Other States	5,000	"
Total	9,730,000	Tons

Summary

West of Mississippi River	1,114,000	Tons
Alabama	304,000	"
Other States	5,510,000	"
Total	6,928,000	Tons
Eastern Kentucky, Southern West Virginia, Tennessee and Virginia	2,802,000	Tons
Grand total	9,730,000	Tons

July 20, 1932.

[fol. 1442] Defendants' Exhibit 8-E—McGarry

Total Rating in Tons (Active and Inactive Mines) on Weekly Basis

	Active	Inactive	Total
1. All mines served by Railroads reporting to American Railway Association	12,662,220	5,943,021	18,605,241
2. Mines in Eastern Kentucky, Southern West Virginia, Tennessee and Virginia (included in item 1)	3,611,190	1,104,840	4,716,030
3. Mines in Alabama (included in item 1)	316,800	117,100	433,900

Defendants' Exhibit 8-F—McGarry

Eastern Kentucky, Southern West Virginia, Tennessee, and Virginia Total Rating in Tons (on Weekly Basis) (Active and Inactive Mines) Served by Roads Named

Railroad	Active		Inactive		Total	
	No. Mines	Rating	No. Mines	Rating	No. Mines	Rating
Chesapeake and Ohio	220	1,396,200	146	389,280	366	1,785,480
Clinchfield	12	48,750	...	.....	12	48,750
Interstate	8	64,200	5	31,800	13	96,000
Kentucky and Tennessee	6	30,000	...	.....	6	30,000
Louisville & Nashville	138	778,800	95	231,900	233	1,010,700
Nashville, Chattanooga and St. Louis	11	37,200	14	23,700	25	60,900
Norfolk & Western	140	1,050,240	117	337,560	257	1,387,800
Southern	44	194,700	32	84,000	76	278,700
Tennessee Central	3	11,100	1	6,600	4	17,700
Total	582	3,611,190	410	1,104,840	992	4,716,030
Number and Ratings, Mines, Non-Appalachian Coals, Inc.						
Smokeless						
Chesapeake and Ohio	86	459,450	33	69,600	119	529,050
Norfolk & Western	78	687,060	48	244,350	126	931,410
Total	164	1,146,510	81	313,950	245	1,460,460
Other than Smokeless						
Chesapeake and Ohio	70	423,450	83	173,700	153	597,150
Clinchfield	4	6,750	...	.....	4	6,750
Interstate	3	7,800	...	.....	3	7,800
Louisville and Nashville	72	335,700	85	184,200	157	519,900
Nashville, Chattanooga and St. Louis	10	28,200	13	23,100	23	51,300
Norfolk & Western	48	229,830	11	24,500	59	254,330
Southern	17	58,500	29	76,200	46	134,700
Tennessee Central	3	11,100	1	6,600	4	17,700
Total	227	1,101,330	222	488,300	449	1,589,630
Grand total	391	2,247,840	303	802,250	694	3,050,090

[fol. 1444] Defendants' Exhibit 8-G—McGarry

Mines in Alabama

Total Rating in Tons (Active and Inactive Mines) on Weekly Basis and Actual Production Week Ended July 2, 1932

Railroad	Active	Inactive	Total	Production week July 2, 1932
Alabama Central	7,500	.....	7,500	1,450
Central of Georgia	32,400	6,100	38,500	7,700
Illinois Central	13,500	.....	13,500	2,950
Louisville & Nashville	106,500	19,200	125,700	28,700
Mobile & Ohio	4,200	8,400	12,600	1,500
Southern	101,700	64,500	166,200	24,050
St. L. & S. F.	51,000	18,900	69,900	16,250
Total	316,800	117,100	433,900	82,600

[fol. 1445] Defendants' Exhibit 8-H—McGarry

Total Weekly and Yearly Capacity of Mines

	Weekly	Yearly
Total capacity of mines Southern West Virginia, Virginia, East Kentucky and Tennessee	4,716,030	245,233,560
Total capacity of mines in Smokeless Districts of Southern West Virginia and Virginia	1,460,460	75,943,920
Difference shows the total of the tonnage of defendants and non-defendants	3,255,570	169,289,640
Total capacity of mines of non-defendants in territory from which Appalachian Coals, Incorporated, will ship coal	1,589,630	82,660,760
Total capacity of mines of Defendant Companies in Appalachian Coals, Incorporated	1,665,940	86,628,880

[fol. 1446] Defendants' Exhibit 8-I—McGarry

Production Week December 6, 1930, as Compared Week December 4, 1926

Arkansas		Increase
Montana		"
North Dakota		"
Utah		"
Michigan		Even
Washington	1.6%	Decrease
Oklahoma	6.8%	"
Missouri	1–.9%	"
Wyoming	14.5%	"
Iowa	16.9%	"
Colorado	21.0%	"
Tennessee	22.7%	"
Kentucky-East	26.6%	"

Maryland	26.8%	Decrease
Virginia	31.3%	"
Ohio	32.7%	"
West Virginia-North	35.8%	"
Pennsylvania	36.2%	"
New Mexico	39.7%	"
Alabama	39.9%	"
Indiana	42.1%	"
Illinois	43.0%	"
Kansas	44.0%	"
Kentucky-West	49.1%	"
Texas	56.7%	"

July 26, 1932

[fol. 1447] Defendants' Exhibit 8-J—McGarry

Average weekly production year 1917	10,611,000 Tons
High Week December 8	12,143,000 "
Average Weekly production year 1918	11,142,000 "
High Week July 8	13,114,000 "

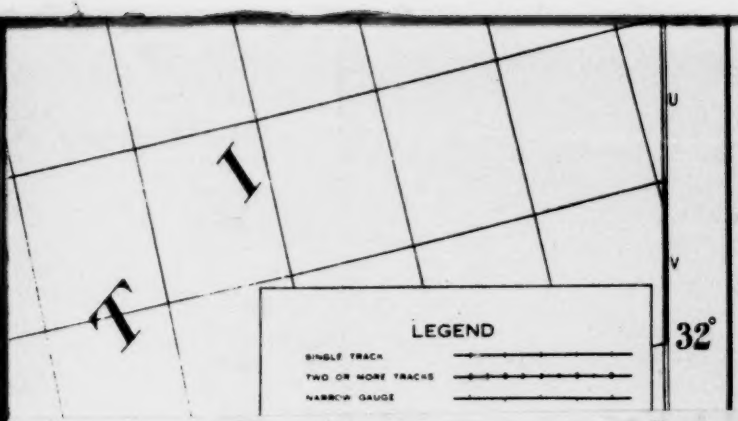
[fol. 1448] Defendants' Exhibit 8-K—McGarry

Number of Mines, Active and Inactive, Carried Currently in Mine Rating Bulletins as Compared December 1926

	Current	December, 1926	Decrease
Chesapeake & Ohio	402	538	136
Louisville & Nashville	332	514	182
Norfolk & Western	175	278	103
	909	1,330	421

Providing each of the 421 Mines which have been dropped from the "Rating Bulletins" could be brought back into production and could produce 3 cars of coal per day each on an average it would augment the production by 378,900 tons per week.

(Here follows map, side folio 1449.)



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[fol. 1450] DEFENDANTS' EXHIBIT No. 10

Quantity and Value of the Fuels Used in Manufacturing Industries Census of Manufactures; 1929 (Page 12)

In Georgia

	Quantity	Value	Per cent total value
Anthracite	24,228 tons	152,626.00	.99
Bituminous Coal	1,153,514 "	4,660,342.00	30.25
Coke	34,942 "	246,474.00	1.59
Fuel Oils	32,167,801 Gals.	1,236,304.00	8.03
Gasoline & Kerosene	835,897 "	157,148.00	1.01
Natural Gas	.....	.....	...
Manufactured Gas	143,343M cu. ft.	139,550.00	.91
Other Fuels	.....	347,474.00	2.43
Purchased Electric Energy	646,917,748 KWH	8,441,119.00	54.76
		15,413,037.00	100.00

Appalachian Districts shipped into Georgia in 1929 2,253,533 net tons of bituminous coal, or 84.44% of the 3,023,653 net tons shipped to this market.

[fol. 1451] DEFENDANTS' EXHIBIT No. 11

Quantity and Value of the Fuels Used in Manufacturing Industries—Census of Manufactures 1929 (Page 12)

In North Carolina

	Quantity	Value	Per cent total value
Anthracite	33,473 tons	179,952.00	.78
Bituminous Coal	1,522,436 "	6,731,571.00	29.26
Coke	24,591 "	157,019.00	.68
Fuel Oils	6,198,987 Gals.	405,133.00	1.75
Gasoline and Kerosene	533,096 "	92,013.00	.40
Natural Gas	.....	.....	

	Quantity	Value	Per cent total value
Manufactured Gas	40,786 M cu ft	42,764.00	.18
Other Fuels	.....	139,201.00	.60
Purchased Electric Energy	1,572,917,543*H* WH	15,276,810.00	66.35
		23,024,463.00	100.00

Appalachian Districts shipped into North Carolina in 1929, 2,197,545 tons of high volatile bituminous coal, or 68.34% of the 3,215,337 net tons shipped all rail into that state.

[fol. 1452] DEFENDANTS' EXHIBIT No. 12

Quantity and Value of the Fuels Used in Manufacturing Industries—Census of Manufactures 1929 (Page 12)

In South Carolina

	Quantity	Value	Per cent total value
Anthracite	25,503 tons	122,720.00	.99
Bituminous Coal	852,445 "	3,220,098.00	26.05
Coke	8,706 "	62,947.00	.51
Fuel Oils	13,749,169 Gals.	431,003.00	3.48
Gasoline and Kerosene	241,871 "	42,208.00	.34
Natural Gas	.....	.....	
Manufactured Gas	18,513 M cu ft	19,008.00	.15
Other Fuels	.....	259,214.00	2.09
Purchased Electric Energy	660,456,682 KWH	8,201,316.00	66.36
		12,358,500.00	100.00

Appalachian Districts shipped into South Carolina in 1929, 2,295,476 net tons of high volatile bituminous coal, or 95.64% of the 2,400,025 net tons shipped all rail into that state.

[fol. 1453] DEFENDANTS' EXHIBIT No. 13

Quantity and Value of the Fuels Used in Manufacturing Industries—Census of Manufactures 1929 (Page 12)

In Virginia

	Quantity	Value	Per cent total value
Anthracite	30,916 tons	112,958.00	.71
Bituminous Coal	2,640,913 "	8,185,752.00	51.10
Coke	203,080 "	1,244,900.00	7.77
Fuel Oils	18,479,793 Gals.	955,713.00	5.97
Gasoline and Kerosene	514,901 "	81,065.00	.51
Natural Gas	.....	.....	
Manufactured Gas	118,300 M cu ft	110,382.00	.69
Other Fuels	———	65,912.00	.41
Purchased Electric Energy	407,852,202 KWH	5,261,497.00	32.84
		16,018,179.00	100.00

Appalachian Districts shipped into Virginia (including that produced within the state), 2,256,481 net tons of bituminous coal, or 40.94% of the 5,511,643 tons in that state.

[fol. 1454] DEFENDANTS' EXHIBIT No. 14

Witness: Travis

NOTE.—This exhibit is prepared and presented for the purpose of showing the movement of tonnage to the State and City named from the coal producing districts supplying them; the freight rates from each of the districts of origin to the point of destination; and is introduced to show typical situations in the general territory in the states of Ohio, Indiana and Michigan.

[fol. 1455] Statement Showing the Freight Rates with the All-rail Movement of Coal from the Different Districts Named for the Years 1929, 1930, and 1931

	Freight rate	Total shipments in tons of 2,000 pounds			Percentage of total shipments		
		1929	1930	1931	1929	1930	1931
To State of Ohio:							
From Appalachian Coals, Inc., Districts	...	14,012,876	11,114,043	8,608,456	32.42	31.15	30.25
Fairmont District	...	2,948,673	2,567,425	1,734,438	6.82	7.20	6.09
Low Volatile Districts	...	5,340,729	4,133,040	3,324,233	12.35	11.58	11.68
Western Pennsylvania	...	13,623,552	10,657,691	7,574,679	31.52	29.87	26.62
Ohio (All districts)	...	7,299,091	7,208,215	7,218,383	16.89	20.20	25.36
Total		43,224,921	35,680,414	28,460,189	100.00	100.00	100.00
To Columbus, Ohio:							
From Appalachian Coals, Inc., Districts	189	742,763	611,567	530,177			
	209	12,136	9,946	13,927			
	214	10,484	6,031	6,120			
Total		765,383	627,544	550,224	61.32	56.20	53.66
Fairmont District	189	15,624	8,200	5,730	1.25	.73	.56
Volatile Districts	209	66,717	64,727	47,611			
	214	962	218	439			
Total		67,679	64,945	48,050	5.42	5.82	4.69
Western Pennsylvania	189	232	190	2,178			
	195	561	837	240			
	214	1,017	432	528			
Total		1,810	1,459	2,946	.15	.13	.29

Ohio (All Districts)	126	393,949	410,452	404,805			
	139	3,617	3,854	13,417			
	164	0	99	0			
	189	50	0	91			
Total		397,616	414,405	418,313	31.86	37.12	40.80
Grand total		1,248,112	1,116,553	1,025,263	100.00	100.00	100.00
[fol. 1456] To Fostoria, Ohio:							
From Appalachian Coals, Inc., Districts	239	39,933	31,070	26,362			
	264	212	100	100			
Total		40,146	31,170	26,462	55.69	48.20	46.30
Fairmont District	239	750	1,038	254	1.04	1.60	.45
Low Volatile Districts	264	9,184	9,273	7,851	12.74	14.34	13.74
	224	0	0	0			
Western Pennsylvania	229	0	0	0			
	239	0	0	0			
	264	51	0	31	.07	.00	.05
	164	0	0	49			
Ohio (All districts)	179	670	444	118			
	189	21,293	22,749	22,383			
Total		21,963	23,193	22,550	30.46	35.86	39.46
Grand total		72,093	64,674	57,148	100.00	100.00	100.00
To Lima, Ohio:							
From Appalachian Coals, Inc., Districts	239	250,725	135,470	107,090			
	264	4,060	3,914	3,616			
Total		254,785	139,384	110,706	73.43	49.00	57.82

DEFENDANTS' EXHIBIT No. 14—Continued

	Freight rate	Total shipments in tons of 2,000 pounds			Percentage of total shipments		
		1929	1930	1931	1929	1930	1931
Fairmont District	239	13,864	5,976	2,387	4.00	2.10	1.25
Low Volatile Districts	264	4,889	3,313	2,636	1.41	1.17	1.38
Western Pennsylvania	239	96	46,028	47			
	264	0	0	87			
Total		96	46,028	134	.03	16.18	.07
Ohio (All Districts)	164	62	1,812	3,610			
	179	8,002	14,972	14,104			
	189	65,251	72,771	57,884			
Total		73,315	89,755	75,598	21.13	31.55	39.48
Grand total		346,949	284,456	191,461	100.00	100.00	100.00
[fol. 1457] To Lorain and South Lorain, Ohio:							
From Appalachian Coals, Inc., Districts	239	171,960	86,704	41,945	7.39	5.29	3.90
	264	1,373	1,813	1,578			
Total		173,333	88,517	43,523			
Fairmont District	199	14,570	8,946	11,202	1.03	.53	.62
Low Volatile Districts	224	367	0	151			
	264	328,910	316,751	147,975			
Total		329,277	216,751	148,126	14.05	12.95	13.60

Western Pennsylvania	184	331,481	342,865	312,173			
	190	1,381,229	934,830	546,810			
	214	52	50	0			
	219	114	33	1,243			
Total		1,712,876	1,277,778	860,226	73.06	76.36	78.97
Ohio (All Districts)	154	13,403	13,606	10,265			
	174	96,662	63,072	15,330			
	189	4,409	4,768	1,695			
Total		114,474	81,446	27,290	2.50	4.87	4.88
Grand total		2,344,530	1,673,438	1,089,367	100.00	100.00	100.00
To Marion, Ohio:							
From Appalachian Coals, Inc., Districts	214	100,738	97,018	57,467			
	239	26,723	20,828	14,586			
	264	2,171	1,264	1,425			
Total		129,632	119,110	73,478	75.18	66.95	66.17
Fairmont District	239	1,386	1,244	800	.80	.70	.72
Low Volatile Districts	234	13,888	11,652	11,185			
	259	0	0	39			
Total		13,888	11,652	11,224	8.05	6.55	10.07
Western Pennsylvania	214	196	21,378	99			
	234	89	100	46			
Total		285	21,478	145	.17	12.07	.13
Ohio (All Districts)	164	27,088	23,464	24,091			
	189	149	971	1,345			
Total		27,237	24,435	25,436	15.80	13.73	22.91
Grand total		172,428	177,919	111,044	100.00	100.00	100.00

DEFENDANTS' EXHIBIT No. 14—Continued

	Freight rate	Total shipments in tons of 2,000 pounds			Percentage of total shipments		
		1929	1930	1931	1929	1930	1931
[fol. 1458] To Massillon, Ohio:							
From Appalachian Coals, Inc., Districts	239	68,228	29,766	296			
	264	4	800	48			
Total		68,276	30,566	344	11.67	8.72	.11
Fairmont District	165	881	227	370	.15	.06	.12
Low Volatile Districts	264	78,477	33,114	12,448	13.41	9.44	4.11
Western Pennsylvania	159	6,112	1,541	1,340			
	165	285,585	129,422	100,096			
	189	0	0	43			
	214	127	101	31			
Total		291,824	131,064	101,510	49.87	37.37	33.51
Ohio (All Districts)	76	6,087	5,072	4,128			
	101	119,347	96,075	79,731			
	126	20,199	54,610	104,402			
	189	56	0	0			
Total		145,689	155,757	188,261	24.90	44.41	62.15
Grand total		585,147	350,728	302,933	100.00	100.00	100.00
To Sandusky, Ohio:							
From Appalachian Coals, Inc., Districts	239	91,136	66,011	41,525			
	264	0	137	0			
Total		91,136	66,148	41,525	47.87	34.30	25.82

Fairmont District	239	978	738	651	.51	.38	.40
Low Volatile Districts	264	34,734	34,409	34,699	18.24	17.84	21.58
Western Pennsylvania	239	1,295	390	41			
	264	56	146	0			
Total		1,351	536	41	.71	.28	.03
Ohio (All Districts)	164	0	99	198			
	179	815	6,009	22,235			
	189	61,391	84,921	61,468			
Total		62,206	91,029	83,901	32.67	47.20	52.17
Grand total		190,405	192,860	160,817	100.00	100.00	100.00
[fol. 1459] To Youngstown, Ohio:							
From Appalachian Coals, Inc., Districts	239	143,627	105,105	61,036			
	264	538	0	250			
Total		144,165	105,105	61,286	1.78	1.77	1.50
Fairmont District	158	159,871	130,808	55,051	1.97	2.20	1.35
Low Volatile Districts	199	111	0	621			
	264	744,797	353,689	162,780			
Total		744,908	353,689	163,401	9.17	5.96	4.01
Western Pennsylvania	129	190	137	96			
	134	3,153,301	2,152,885	1,730,494			
	142	3,629,934	2,889,088	1,572,303			
	164	154,154	215,162	148,514			
Total		3,451,407	5,257,272	6,937,579	85.43	88.50	84.66
Ohio (All Districts)	134	133,773	93,317	345,495			
	189	591	54	47			
Total		134,364	93,371	345,542	1.65	1.57	8.48
Grand total		8,120,887	5,940,245	4,076,687	100.00	100.00	100.00

DEFENDANTS' EXHIBIT No. 14—Continued

	Freight rate	Total shipments in tons of 2,000 pounds			Percentage of total shipments		
		1929	1930	1931	1929	1930	1931
To Detroit, Mich.:							
From Appalachian Coals, Inc., Districts	260	5,705,654	4,294,857	2,999,584			
	285	119,367	39,365	28,684			
Total		5,825,021	4,334,222	3,028,268	68.36	63.37	58.16
Fairmont District	260	73,434	91,803	93,749	.86	1.34	1.80
Low Volatile Districts	285	2,303,487	1,901,333	1,506,685	27.03	27.80	28.93
Western Pennsylvania	260	21,370	74,449	132,007			
	285	2,480	6,146	752			
Total		23,850	80,695	132,759	.28	1.18	2.55
Ohio (All Districts)	185	0	50	0			
	200	2,685	12,877	19,266			
	210	276,662	419,040	443,154			
Total		295,932	431,967	445,839	3.47	6.31	8.56
Grand total		8,521,724	6,840,020	5,207,300	100.00	100.00	100.00
[fol. 1460] To Flint, Mich.:							
From Appalachian Coals, Inc., Districts	290	533,726	423,158	380,257			
	315	6,281	5,038	1,788			
Total		540,007	428,196	382,045	86.84	77.63	72.26
Fairmont District	290	4,516	8,614	11,707	.73	1.56	2.21
Low Volatile Districts	315	49,414	35,881	30,053	7.95	6.51	5.68
Western Pennsylvania	290	0	0	1,565			
	315	161	48	0			
Total		161	48	1,565	.02	.01	.03

Ohio (All Districts)	230	2,661	7,400	7,660			
	240	25,106	71,449	95,683			
Total		27,767	78,849	103,343	4.46	14.29	19.55
Grand total		621,865	551,588	528,713	100.00	100.00	100.00
To South Bend, Ind.:							
From Appalachian Coals, Inc., Districts	304	274,056	212,089	165,034			
	329	8,072	7,715	4,980			
Total		282,128	219,804	170,014	45.88	45.23	40.86
Fairmont District	329	1,021	780	362	.17	.16	.09
Low Volatile Districts	309	91,735	84,441	64,334	14.92	17.38	15.46
Western Pennsylvania	329	202	666	265	.03	.14	.06
Ohio (All Districts)	250	0	53	0			
	260	4,022	4,529	3,776			
Total		4,022	4,582	3,776	.65	.94	.91
Indiana	165	49,425	46,729	39,306			
	175	21,460	25,119	35,314			
	182	7,045	8,915	8,534			
	185	34,646	34,763	51,407			
Total		112,576	115,526	134,561	18.30	23.77	32.34
Illinois	165	55	292	1,553			
	175	9,562	5,928	4,415			
	195	4,114	0	0			
	205	10,168	5,514	2,495			
Total		23,899	11,734	8,463	3.89	2.41	2.03
Western Kentucky	240	99,403	48,451	34,336	16.16	9.97	8.25
Grand total		614,986	485,984	416,111	100.00	100.00	100.00

[fol. 1461] DEFENDANTS' EXHIBIT No. 15

Statement of Total Average Cost of Production in Kanawha District

From data furnished confidentially by the members of the Kanawha Coal Operators Association in the regular course of business, monthly, and compiled from these monthly reports to a yearly basis, and furnished to James D. Francis by the Secretary of the Association at his request, for use in the suit of the United States vs. Appalachian Coals, Incorporated, et als., for the years 1927 to 1931, inclusive, as follows:

1927	1928	1929	1930	1931
1.6903	1.5615	1.5208	1.5933	1.5586

The foregoing information is from members of the Kanawha Coal Operators Association, and is not segregated as to tonnage or cost as between defendant and non-defendant companies.

[fol. 1462] DEFENDANTS' EXHIBIT No. 16

Statement Showing the Cost of Production and Realization in the Harlan (Ky.) District

Cost of Production

Year	Total tonnage	Total cost	Average cost per ton
1927	4,912,926	8,779,465.53	1.787
1928	5,824,664	9,908,389.02	1.701
1929	5,784,902	9,653,745.88	1.668
1930	4,798,880	7,935,500.83	1.653
1931	3,929,122	6,026,451.26	1.533
1932 (6 mos.)	1,200,559	1,716,759.96	1.429

Realization (Mine Run Basis)

January	1927	1928	1929	1930	1931	1932 6 mos.
January	1,951	1,607	1,716	1,745	1,474	1,147
February	1,719	1,572	1,767	1,665	1,406	1,134
March	1,632	1,519	1,656	1,502	1,394	1,113
April	1,646	1,525	1,529	1,510	1,366	1,054
May	1,656	1,558	1,531	1,509	1,354	1,066
June	1,679	1,600	1,543	1,530	1,286	1,029
July	1,678	1,590	1,530	1,520	1,261	.....
August	1,730	1,593	1,586	1,458	1,221	.....
September	1,886	1,614	1,615	1,452	1,192	.....
October	1,807	1,710	1,685	1,487	1,172	.....
November	1,658	1,719	1,707	1,482	1,494	.....
December	1,616	1,692	1,737	1,494	1,175	.....

NOTE—This information is assembled and kept by the Harlan County Coal Operators Association by its Secretary, George S. Ward, Harlan, Ky., and was compiled by him for me at my request for use in this proceeding. Attached is a blank used in securing the information from the membership, showing detailed items.

[fol. 1463]

Harlan County Coal Operators Association Cost of Production Report of —— for the Month of ——, 193-

	Distribution	Amount
1	Mining (Cutting and Loading)	$.....
2	Ventilation	.....
3	Drainage	.....
4	Yardage	.....
5	Haulage (include all stable charge)	.....
6	Preparation and loading	.....
7	Power	.....
8	Mine Salaries	.....
9	Track	.....
10	Engineering	.....
11	Shop	.....
12	Mine Timbers	.....
13	Slate and Deadwork	.....
14	Royalty	.....
15	Mine Supplies	.....
16	Railroad Maintenance	.....
17	Unclassified outside labor	.....
18	Unclassified Inside Labor	.....
	Total Mine Cost	$.....
19	Liability Insurance	.....
20	Mine Office Expense	.....
21	Association Dues	.....
22	Selling Expense	.....
	Total Cost Operating and Sales	$.....
23	Administration expense	.....
24	Taxes (State and Local)	.....
25	Insurance (General)	.....
26	Officers' salaries	.....
27	Depreciation	.....
28	Depletion	.....
29	Contingent Reserve	.....
	Grand Total Cost	$.....

These figures are based on —— tons.

[fol. 1464] DEFENDANTS' EXHIBIT NO. 17

Report of Cost of Production in the Williamson District per Net Ton, 1927–1931 & 5 Mos. 1932

Year	Labor cost	Supplies cost	Power cost	Fixed chgs. & gen. exp.	Compensation cost	Total cost per ton
1927.....	1.06	.19	.08	.36	...	1.69
1928.....	.93	.17	.07	.37	...	1.54
1929.....	.90	.18	.07	.28	.03	1.46
1930.....	.86	.17	.07	.31	.03	1.44
1931.....	.72	.13	.07	.11	.03	1.06
1932, 5 mos.	.66	.128	.079	.122	.022	1.01

The cost of production for members of the Operators Association of Williamson Field, on the Norfolk & Western in the Appalachian District, compiled from records furnished the Association by the producing members of the Association for the years 1927 to 1930, inclusive, shows the full cost of production and subdivided so as to show labor cost, supply cost, power cost, fixed charges, general expense and the total cost. Also, the similar information for 1930 obtained by the same Association in the same manner, except that the cost for 1921 and the first five months of 1932 does not include the salaries of officers and employees above superintendent, and does not include depreciation depletion or royalty, and thus as to these items the cost kept and furnished for 1931 and the first five months of 1932 is not susceptible of comparison with the totals for the years 1927 to 1930.

These reports are from Association members to the Association, and no distinction is made or can be made as to whether they are defendant or non-defendant companies, having been furnished under code numbers with the understanding that the names of the companies furnishing the information would not be revealed.

The information was compiled by Mr. Joseph J. Ardigo, Secretary of the Operators Association of Williamson Field, at my request and furnished to me by him for use in this proceeding, United States vs. Appalachian Coals, Incorporated, et als.

[fol. 1465] DEFENDANTS' EXHIBIT No. 18

Louisville and Nashville R. R.

Coal Mines on the L. & N. R. R. in Eastern and Southeastern Kentucky, Eastern Tennessee, and Virginia, Rated for Car Supply July 10, 1932, Separated as Between Defendant and Non-defendant Companies in U. S. vs. Appalachian Coals, Inc., et al. and Showing Active and Inactive Mines, Joint Mines, and Captive Mines

Authority: L. & N. R. R. Coal Car Distribution Bulletin No. 150.

Explanation of References: # Joint Mines. Ø Captive Mines.

[fol. 1466] Defendant Companies Rated for Car Supply July, 1932

Cumberland Valley Division

Active mines	Location	Productive capacity, in tons, as indicated by daily car rating July, 1932
ø Virginia Iron Coal & Coke Co.	Imperial, Va.	1,100
ø Blue Diamond Coal Co.	Bonny Blue, "	2,900
ø Blue Diamond Coal Co.	Mayflower, "	1,000
Blue Diamond Coal Co.	Chevrolet, Ky.	1,400
Harlan-Wallins Coal Corp.	Marne, "	3,250
Mahan-Ellison Coal Co.	Stanfill, "	1,450
The P. V. & K. Coal Co.	Prestridge, "	450
Southern Harlan Coal Co.	Rue, "	1,000
Bardo Coal Mining Co.	Bardo, "	1,000
Berger Coal Mining Co.	Shields, "	350
Cornett-Lewis Coal Co.	Louellen, "	1,050
Cornett-Lewis Coal Co.	Cornett, "	1,000
Creech Coal Co.	Low, "	2,250
Crummies Creek Coal Co.	Crummies, "	2,400
Harlan Fuel Co.	Yancey, "	2,400
High Splint Coal Co.	Hilo, "	1,800
ø Hignite Coal Co.	Hignite, "	500
Perkins-Harlan Coal Co.	Liggett, "	1,250
Southern Mining Co.	Amru, "	500
Southern Mining Co.	Balkan, "	1,500
Southern Mining Co.	Fee, "	1,250
Three Point Coal Co.	Coalville, "	1,900
R. C. Tway Coal Co.	Bland, "	1,150
ø Benedict Coal Corp.	Benedict, Va.	2,350
The Black Mountain Coal Corp.	Kenvir No. 1, Ky.	2,250
ø Kemmerer Gem Coal Co.	Kemmerer Gem, Va.	500
Kentucky Cardinal Coal Corp.	Cardinal, Ky.	700
ø Virginia Iron, Coal & Coke Co.	Monarch, Va.	650
Clover Splint Coal Co. (Inc.)	Closplint, Ky.	2,000
ø Atlas Coal Co.	Capito, Ky.	350
Total Number of Mines, 30.		
Total Productive Capacity		41,650
Percent of Total Productive Capacity of Division		48.18

Inactive mines	Location	Productive capacity in tons, as indicated by daily car rating July, 1932
Harlan-Wallins Coal Corp.	Comet, Ky.	700
The Black Mountain Coal Corp.	Kenvir No. 2, Ky.	2,100
*Kemmerer Gem Coal Co.	Kemmerer Gem No. 1, Va.	100
*Premier Coal Co.	Paramount, Ky.	600
*Tomlinson Coal Corp.	Penn-Lee, Va.	300
Dixie Darby Coal Co.	Gano, Ky.	400
Total Number of Mines, 6.		
Total Productive Capacity		4,200
Percent of Total Productive Capacity of Division		4.86

[fol. 1467]

Non-defendant Companies Rated for Car Supply July, 1932

Cumberland Valley Division

Active mines

Bertha Jellico Coal Co.	Bertha,	Ky.	150
Kentucky-Jellico Mining Co.	Corts,	"	100
Lorena Coal Co.	Herron,	"	100
Harlan Producers Coal Co.	Morse,	"	550
Dean Branch Coal Co.	Bradel,	"	300
Belva Straight Creek Coal Co.	Belva,	"	300
Belva Straight Creek Coal Co.	Adalia,	"	200
Pioneer Coal Co.	Kettle Island,	"	1,300
Castro Coal Co.	Castro,	"	100
Old Straight Creek Coal Co.	Cary,	"	600
Old Straight Creek Coal Co.	Glendon,	"	600
Old Straight Creek Coal Co.	Hanby,	"	450
Coleman Mining Co.	Fox Ridge,	"	250
Log Mountain Coal Co.	Cairnes,	"	300
Victor Coal Co.	Besson,	"	200
*W. E. Gunn Co.	Murten,	"	350
*Bryson Mountain Coal Co.	Bryson Mountain No. 2, Tenn.		200
*United Collieries Co.	Dominion,	Va.	400
*Virginia Lee Coal Co.	Valee,	"	500
Long Ridge Coal Co.	Kothe,	Ky.	100
Black Star Coal Co.	Alva,	"	2,000
Black Star Coal Co.	Wilfred,	"	1,600
Utilities Coal Corp.	Lisle,	"	1,450
Eureka Coal Co.	Gaynor,	"	50
Harlan Central Coal Co.	Totz,	"	400
Loony Creek Coal Co.	Clutts,	"	550
†Wisconsin Steel Co. No. 1	Benham,	"	2,500
†United States Coal & Coke Co.	Lynch,	"	8,750
Elcomb Coal Co.	Keeman,	"	300
Mary Helen Coal Corp.	Merna,	"	2,400
Oliver Stewart Coal Co.	Tasker,	"	100
Rex Mining Co.	Forester,	"	200
Clover Fork Coal Co.	Kitts,	"	1,350
Elkhorn Piney Coal Mining Co. of Del.	Kayu,	"	1,400
†King Harlan Coal Co.	Kildav,	"	1,300
Total Number of Mines, 35.			
Total Productive Capacity			31,400
Percent of Total Productive Capacity of Division			36.32

[fol. 1468]

Inactive mines	Location	Productive capacity, in tons, as indicated by daily car rating July, 1932
Commodore Jellico Coal Mining Co.	Dower, Ky.	250
Liberty Coal & Coke Co.	Easley, "	500
*Fork Ridge Coal & Coke Co.	Delsea, Tenn.	1,500
*Fidelity Coal Co.	Hartranft, "	200
*Sterling Coal & Coke Co.	Sterling, "	550
*Citizens Fuel Co.	Darbyville, Va.	250
*United Collieries Co.	New Dominion, "	100
*Blue Gem Coal Co.	New Bondurant, "	100
Virginia Harlan Coal Corp.	Whipple, Ky.	300
Harlan Splint Coal Co.	Kellioka, "	200
Harlan Gas Coal Co.	Malcomson, "	600
Harlan Collieries Co.	Brookside, "	2,000
Verda Harlan Coal Co.	Castro, "	100
East Harlan Coal Co.	Draper, "	900
Darby Harlan Coal Co.	Hornick, "	100
Darby Coal Co.	Darbyton, "	450
Springton Coal Co.	Dixieland, "	350
R. L. Brown Coal Co.	Guffey, "	150
Cook & Sharpe Coal Co.	Petain, "	200
Benito Mining Co.	Benito, "	400
Total Number of Mines, 20.		
Total Productive Capacity		9,200
Percent of Total Productive Capacity of Division		10.64

[fol. 1469] Defendant Companies Rated for Car Supply July, 1932

Eastern Kentucky Division

Active mines		
Blue Diamond Coal Co.	Bonnyman, Ky.	750
Blue Diamond Coal Co.	Blue Diamond No. 1, Ky.	3,000
Blue Diamond Coal Co.	Blue Diamond No. 2, Ky.	950
Columbus Mining Co.	Green Ridge, Ky.	650
Columbus Mining Co.	Christopher, "	600
Columbus Mining Co. No. 4	Allais, "	900
Columbus Mining Co. No. 5	Allais, "	900
Columbus Mining Co.	Hilton, "	450
The Elkhorn Collieries Corp. No. 1	Winters, "	250
The Elkhorn Collieries Corp. No. 2	Winters, "	800
Ajax Coal Co.	Ajax, "	700
Algoma Block Coal Co.	Lothair, "	600
Elkhorn & Jellico Coal Co	Wolram, "	800
Elkhorn Junior Coal Co.	Lorraine, "	650
Jno. P. Gorman Coal Co.	Fourseam, "	750
Jno. P. Gorman Coal Co.	Klence, "	350
Marlowe Coal Co.	Defiance, "	550
Perkins Bowling Coal Corp.	Agnes, "	900
Sandlick Coal Co.	Belcraft, "	650
South East Coal Co.	Seco, "	1,600
South East Coal Co.	Laviers, "	1,000
Harvey Coal Corp.	Harveyton, "	1,750
Apex Coal Co. (Inc.)	Apex, "	200
Meem-Haskins Coal Corp.	Emmons, "	950
Elkhorn Coal Corp.	Elk-Horn Mines Nos. 5-6, Ky.	650

Active mines	Location	Productive capacity, in tons, as indicated by daily car rating July, 1932
Elkhorn Coal Corp.	Elk-Horn Mines Nos. 3-4, Ky.	1,900
The Kenmont Coal Co.	Kenmont, Ky.	1,400
Carbon Glow Mines (Inc.)	Carbon Glow, "	1,500
Total Number of Mines, 28.		
Total Productive Capacity		26,150
Per cent of Total Productive Capacity of Division		48.16
Inactive mines		
Jno. P. Gorman Coal Co.	Elko, Ky.	550
Elkhorn Coal Corp.	Elk-Horn Mines No. 2 Ky.	800
Elkhorn Coal Corp.	Elk-Horn Mines Nos. 1-7, Ky.	1,200
Total Number of Mines, 3.		
Total Productive Capacity		2,550
Per Cent of Total Productive Capacity of Division		04.70

[fol. 1470] Non-defendant Companies Rated for Car Supply July, 1932

Eastern Kentucky Division

Active mines			
Elkhorn Coal Co.	Kona,	Ky.	1,200
Cameo Coal Corp.	Mayking,	"	300
Cowan Creek Coal Co.	Ice,	"	350
Roxana Coal Co.	Roxana,	"	200
Felix Coal Co.	Felix,	"	250
Dortha Coal Co.	Blackey,	"	300
Happy Coal Co.	Happy,	"	600
Scuddy Coal Co.	Scuddy,	"	500
Raccoon Coal Corp.	Montoco,	"	450
Carrs Fork Coal Co.	Allock,	"	1,500
Carrs Fork Coal Co.	Perrone,	"	800
Wisconsin Coal Co.	Wiscoal,	"	800
Knott Coal Co.	Anco,	"	1,000
Hatfield Campbells Creek Coal Co.	Glomawr,	"	1,600
Black Gold Coal Corp.	Ashco,	"	600
Blue Grass Mining Co.	Hazard,	"	1,000
Darb Fork Coal Co.	Tauber,	"	600
Indian Head Coal Co.	Feetham,	"	350
Buchanan Mining Co.	Rytip,	"	100
Midland Mining Co.	Tribbey,	"	700
Hardy-Burlingham Mining Co.	Hardburly,	"	2,600
Daniel Boone Coal Co.	Lennut,	"	700
Himyar Coal Corp.	Domino,	"	500
Crawford Coal Co.	Windon,	"	650
Davis Collieries Co.	Butterfly,	"	400
New Solar Coal Co.	Butterfly No. 2,	"	350
Lincoln Coal Co.	Napfor,	"	750
Chavies Coal Co.	Coneva,	"	550
Barwick Coal Co.	Barwick,	"	150
R. T. Davis Coal Co.	Jackson,	"	100
Total Number of Mines, 30.			
Total Productive Capacity			19,950
Per Cent of Total Productive Capacity of Division			36.74

[fol. 1471]

Inactive mines	Location		Productive capacity, in tons, as indicated by daily car rating July, 1932
Consolidation Coal Co.	McRoberts,	Ky.	2,500
Zimmerman & Marlowe Coal Co.	Parsons,	"	150
Cavena Elkhorn Coal Co.	Sowards,	"	50
Puritan Elkhorn Coal Co.	Sergent,	"	500
East Kentucky Coal Co.	Alloway,	"	250
Howard Creek Coal Co.	Kearns,	"	300
Wizard Coal Co.	Pioneer,	"	750
Kentucky Block Coal Co.	Hayslen,	"	750
Roscoe Shackleford	Barwick,	"	50
Jackson Fourseam Mining Co.	Jackson,	"	250
Pan Handle Coal Co.	Jackson,	"	100
Total Number of Mines, 11.			
Total Productive Capacity			5,650
Per Cent of Total Productive Capacity of Division			10.40

[fol. 1472] Defendant Companies Rated for Car Supply July, 1932

Knoxville and Atlanta Division

Active mines

⁂Blue Diamond Coal Co.	Eagan,	Tenn.	650
Blue Diamond Coal Co.	Westbourne,	"	900
Gatliff Coal Co.	Gatliff,	Ky.	1,400
Mahan-Jellico Coal Co.	Packard,	"	650
Bon Jellico Coal Co.	Bon,	"	400
⁂Pruden Coal & Coke Co.	Pruden,	Tenn.	650
⁂Pruden Coal & Coke Co.	Back Creek,	"	1,300
⁂Pruden Coal & Coke Co.	Valley Creek,	"	100
Total Number of Mines, 8.			
Total Productive Capacity			6,050
Per cent of Total Productive Capacity of Division			51.93

Inactive mines

*⁂Clear Fork Co. (Inc.)	Fonde,	Ky.	1,200
Total Number of Mines, 1.			
Total Productive Capacity			1,200
Per cent of Total Productive Capacity of Division			10.30

*—Listed as Clearfork Coal & Coke Co. in L&N RR Bulletin No. 150 and coal mine directories.

[fol. 1473]

Non-defendant Companies Rated for Car Supply July, 1932

Knoxville and Atlanta Division

Active mines	Location		Productive capacity, in tons, as indicated by daily car rating July, 1932
Mountain Ash Blue Gem Coal Co.	Mountain Ash,	Ky.	200
Nevisdale Coal Co.	Nevisdale,	"	50
Dixie Blue Gem Coal Co.	Nola,	"	50
Cumberland Bond Coal Co.	Gatliff,	"	100
* Tenn. Jellico Coal Co.	Anthrass,	Tenn.	250
New Jellico Coal Co.	Morley,	"	1,100
Rich Mountain Coal Co.	Habersham,	"	250
Francis Gem Coal & Coke Co.	Roosevelt,	"	250
Rex Jellico Coal Co.	LaFollette,	"	700
Wind Rock Coal & Coke Co.	Windrock,	"	600
Total Number of Mines, 10.			
Total Productive Capacity			3,550
Per cent of Total Productive Capacity of Division			30.47
Inactive mines			
Bunch Blue Gem Coal Co.	Dal,	Ky.	50
Main Jellico Mountain Coal Co.	Kensee,	"	100
Burk Hollow Coal Co.	Burk Hollow,	"	100
East Tennessee Jellico Coal Co.	Wister,	"	100
* Broughton Coal Co.	Clairfield,	Tenn.	50
* Virginia-Jellico Coal Co.	Clairfield,	"	450
Total Number of Mines, 6.			
Total Productive Capacity			850
Per cent of Total Productive Capacity of Division			7.30

[fol. 1474]

DEFENDANTS' EXHIBIT No. 19

Receipts of Bituminous Coal Docks at Duluth-Superior-Ashland-Washburn

(Figures from Maher Coal Bureau, St. Paul, Minn.)

	1931	1930	1929	1928	1927	1926	1925	1924	Total for eight years
Pittsburgh, Westmoreland & No. W. Va.	1,817,440	2,446,272	2,306,197	2,256,508	2,193,716	1,236,726	789,340	1,395,485	14,443,684
Ohio	956,822	1,084,285	1,389,729	1,355,085	1,040,301	1,073,948	1,333,391	2,121,135	10,354,696
Appalachian High Volatile	2,678,662	3,830,367	4,068,601	3,947,519	6,210,342	4,501,559	5,074,920	3,018,522	33,330,492
Medium Volatile	267,619	.....	.....	.....	.....	.....	.....	.....	267,619
Low Volatile	1,736,125	1,730,777	1,669,099	1,656,071	2,110,400	1,425,287	1,277,579	1,092,862	12,698,200
Smithing & Cannel	8,564	11,267	14,956	17,986	9,969	25,144	12,391	12,859	113,136
Total net tons	7,465,232	9,102,968	9,448,582	9,235,169	11,564,728	8,262,664	8,487,621	7,640,863	71,207,827
Above tons expressed in percent:									
Pittsburgh, Westmoreland & No. W. Va.	24.35	26.87	24.41	24.46	18.97	14.97	9.30	18.26	20.28
Ohio	12.82	11.91	14.71	14.67	8.99	13.00	15.71	27.76	14.53
Appalachian High Volatile	35.88	42.08	43.06	42.75	53.70	54.48	59.79	39.50	46.82
Medium Volatile	3.58	.....	.....	.....	.....	.....	.....	.....	.38
Low Volatile	23.26	19.01	17.66	17.93	18.25	17.25	15.05	14.31	17.83
Smithing & Cannel	.11	.13	.16	.19	.09	.30	.15	.17	.16
Total	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

[fol. 1475] DEFENDANTS' EXHIBIT No. 20

Pilgrim Coal Company

Sales, in Net Tons, May 1, 1931, to April 30, 1932, Operating Retail Coal Yards at Minneapolis, Minn.

	Net tons	Per cent of total
Pennsylvania Anthracite	762.25	5.28
By-Products Coke	2,026.47	14.04
Petroleum Carbon & Carbon Coke	241.73	1.68
Arkansas Anthracite & Semi-Smokeless	1,016.00	7.04
West Virginia Low Volatile	3,862.38	26.77
Appalachian High Volatile	4,119.57	28.55
Briquets	715.11	4.96
Southern Illinois	396.00	2.74
Northern Illinois	789.56	5.47
Lignite	143.24	.99
Other Miscellaneous Grades	301.67	2.09
Wood	55.32	.39
Total	14,429.30	100.00
Fuel Oil	42,641 Gallons	

[fol. 1476] DEFENDANTS' EXHIBIT No. 21

Communities Now Using or Having Contracted to Use Natural Gas

North Dakota	Minnesota	South Dakota
Beach	Austin	Belle Fourche
Belfield	Albert Lea	Camp Crook
Bismarck	Dodge City	Central City
Bowman	Faribault	Deadwood
Dickinson	Kasson	Ft. Meade
Gladstone	New Richland	Gustave
Glen Ullin	Owatonna	Lead
Golva	Wells	Rapid City
Hebron		St. Onge
Mandan		Spearfish
Marmarth		Sturgis
New Salem		Terraville
Rhame		Whitewood
Richardton		
Sentinel Butte		
Taylor		
Williston		

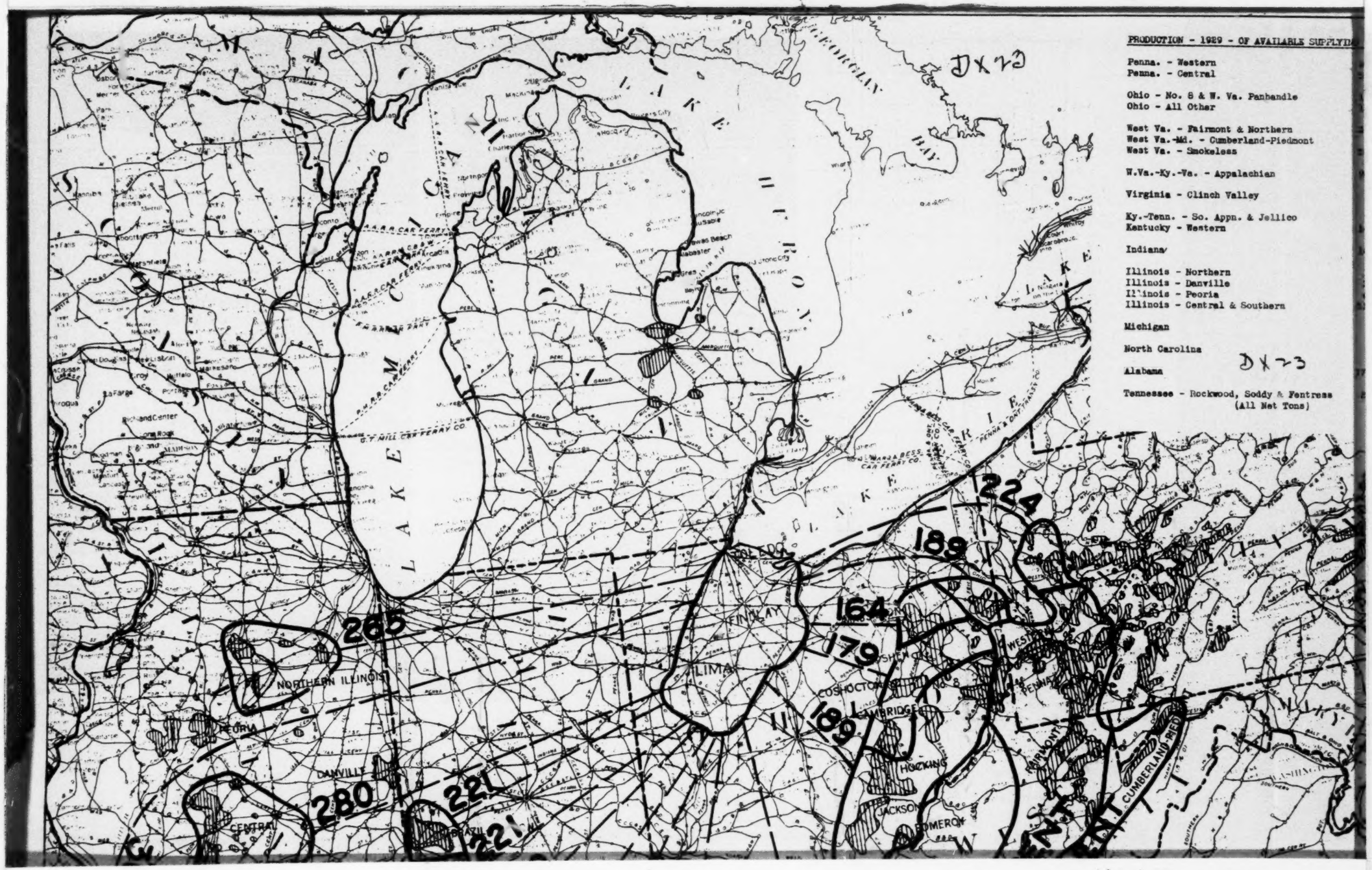
[fol. 1477] DEFENDANTS' EXHIBIT No. 22

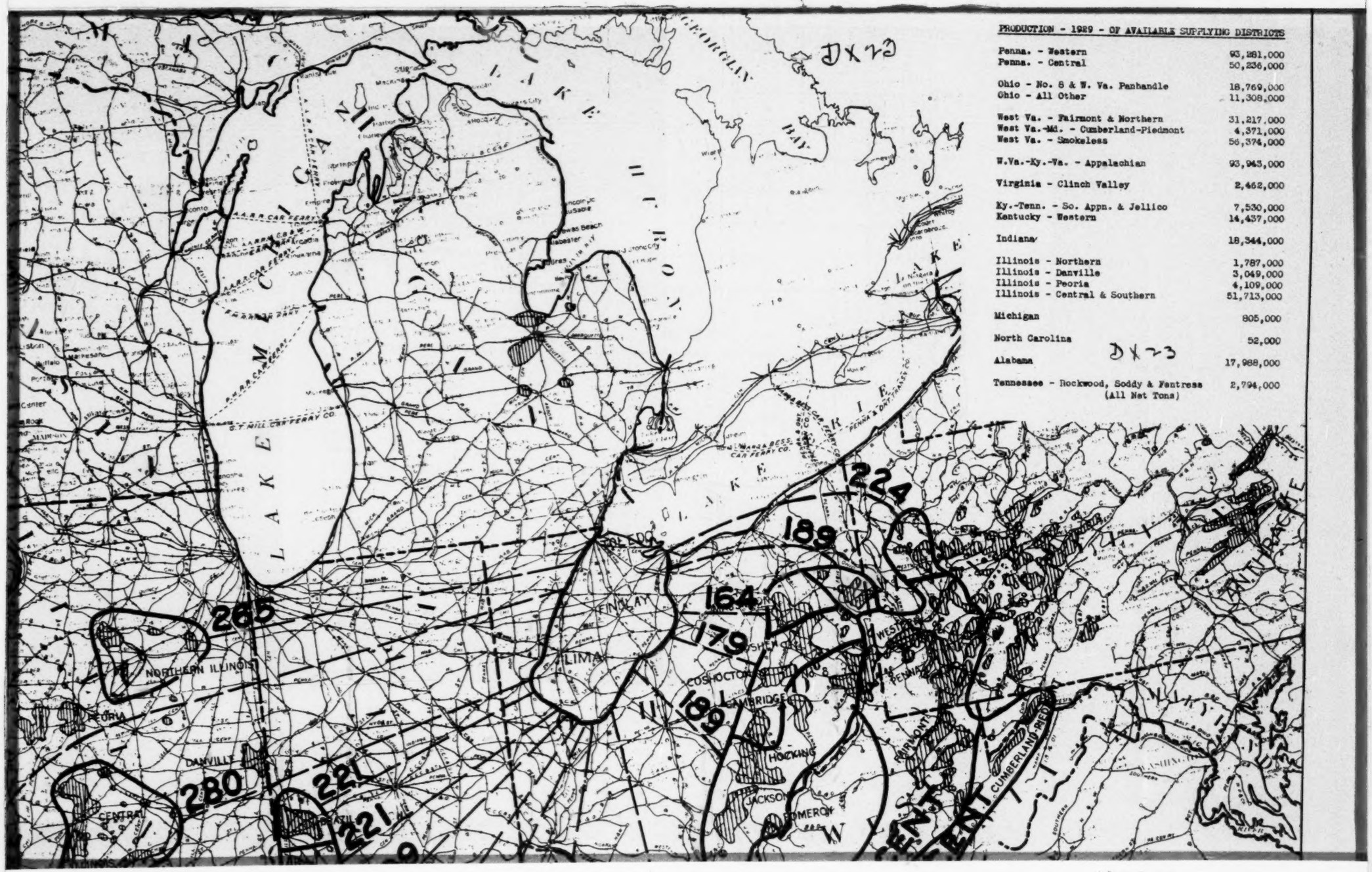
Oil-burner Installations, Minneapolis and St. Paul

(Figures from Fire Dept. Bureau)

	Minneapolis	St. Paul	Total
To January 1st, 1928	2,346	401	2,747
Year 1928	686	453	1,139
Year 1929	1,117	807	1,924
Year 1930	1,825	1,006	2,831
Year 1931	1,842	1,133	2,975

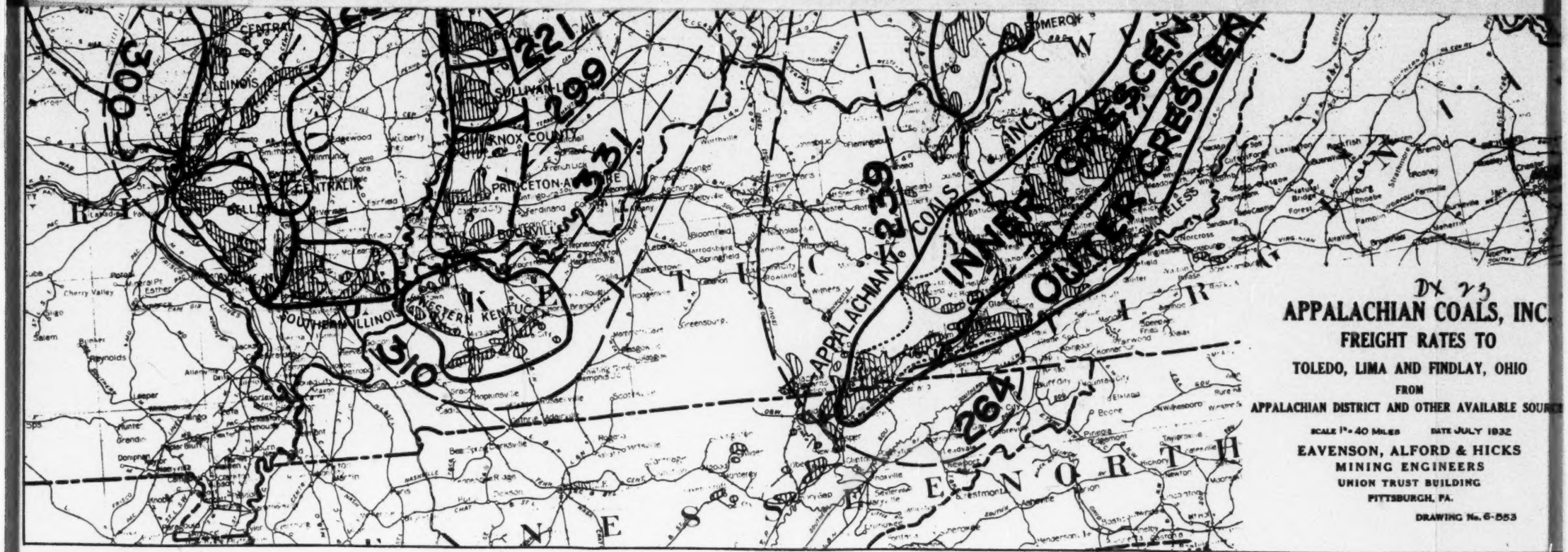
(Here follow Defendants' Exhibits Nos. 23, 24, and 25, side folios 1478, 1479, and 1480.)


DX73
PRODUCTION - 1929 - OF AVAILABLE SUPPLY
Penna. - Western
Penna. - Central
Ohio - No. 8 & W. Va. Panhandle
Ohio - All Other
West Va. - Fairmont & Northern
West Va.-Md. - Cumberland-Piedmont
West Va. - Smokeless
W.Va.-Ky.-Va. - Appalachian
Virginia - Clinch Valley
Ky.-Tenn. - So. Appn. & Jellico
Kentucky - Western
Indiana
Illinois - Northern
Illinois - Danville
Illinois - Peoria
Illinois - Central & Southern
Michigan
North Carolina
Alabama
Tennessee - Rockwood, Soddy & Fentress
(All Net Tons)
DX73
LAKE MICHIGAN
LAKE ERIE
265
NORTHERN ILLINOIS
PEORIA
DANVILLE
280
CENTRAL
221
BRAZIL
LIMA
FINDLAY
TOLEDO
164
179
189
189
224
WESTERN
PENNSYLVANIA
CAMBRIDGE
HOCKING
JACKSON
POMEROY
FAIRMONT
CUMBERLAND-PIED
WESTERN



PRODUCTION - 1929 - OF AVAILABLE SUPPLYING DISTRICTS

Penna. - Western	93,281,000
Penna. - Central	50,236,000
Ohio - No. 8 & W. Va. Panhandle	18,769,000
Ohio - All Other	11,308,000
West Va. - Fairmont & Northern	31,217,000
West Va.-Md. - Cumberland-Piedmont	4,371,000
West Va. - Smokeless	56,374,000
W.Va.-Ky.-Va. - Appalachian	93,943,000
Virginia - Clinch Valley	2,462,000
Ky.-Tenn. - So. Appn. & Jellico	7,530,000
Kentucky - Western	14,437,000
Indiana	18,344,000
Illinois - Northern	1,787,000
Illinois - Danville	3,049,000
Illinois - Peoria	4,109,000
Illinois - Central & Southern	51,713,000
Michigan	805,000
North Carolina	52,000
Alabama	17,988,000
Tennessee - Rockwood, Soddy & Ventress (All Net Tons)	2,794,000



Dx 23

APPALACHIAN COALS, INC.

FREIGHT RATES TO

TOLEDO, LIMA AND FINDLAY, OHIO

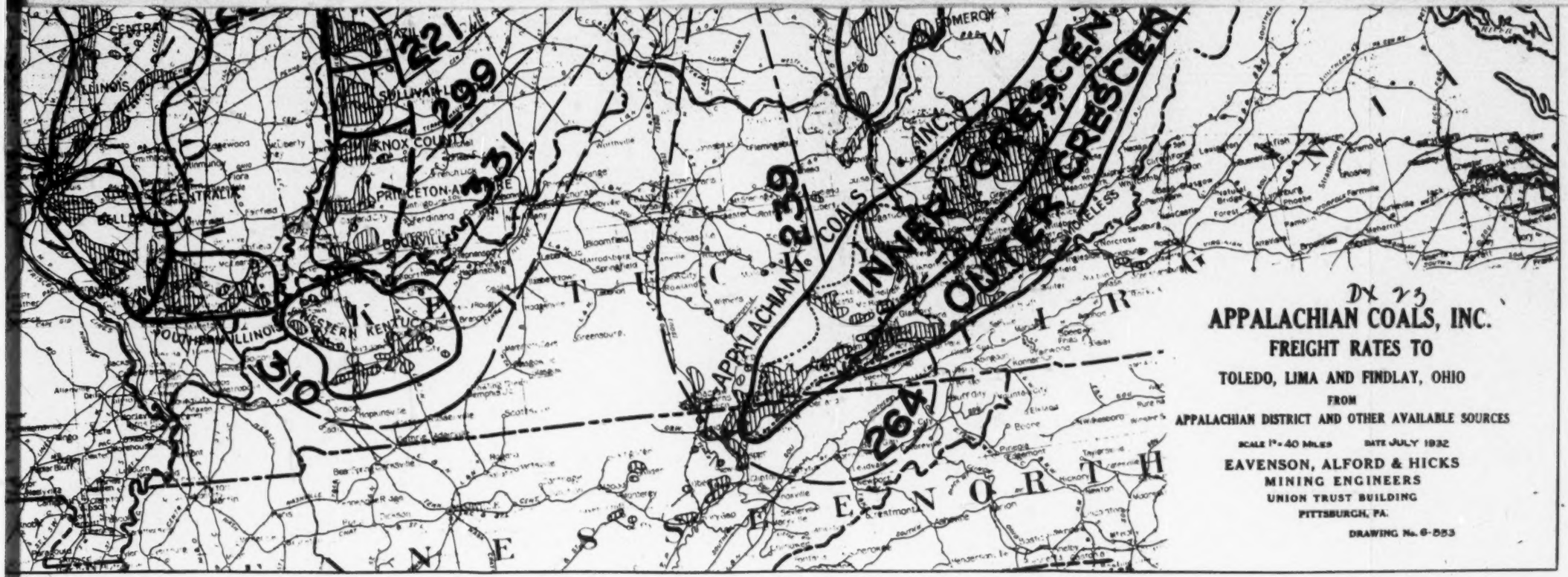
FROM

APPALACHIAN DISTRICT AND OTHER AVAILABLE SOURCE

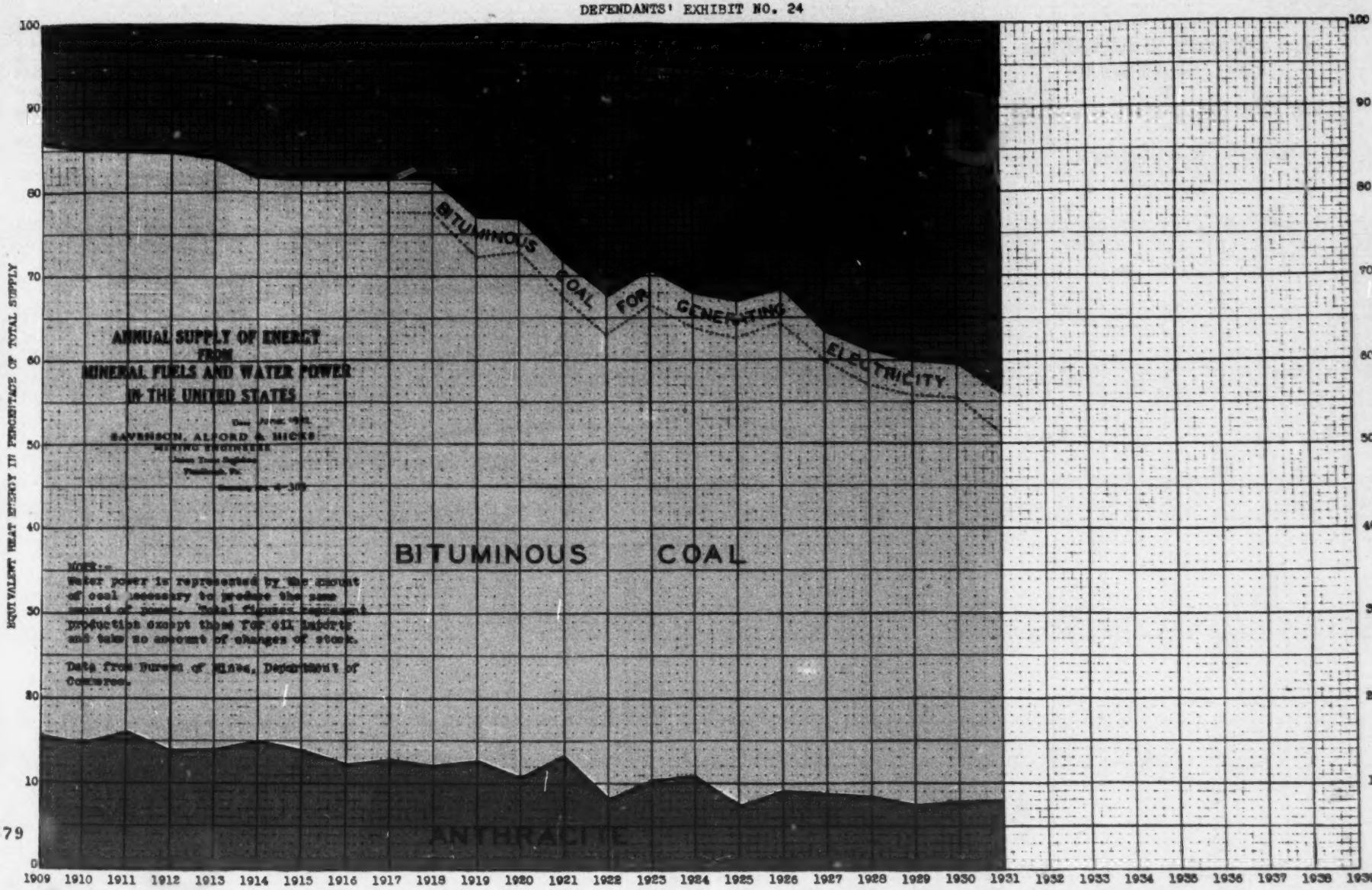
SCALE 1" = 40 MILES DATE JULY 1932

EAVENSON, ALFORD & HICKS
MINING ENGINEERS
UNION TRUST BUILDING
PITTSBURGH, PA.

DRAWING No. 6-553

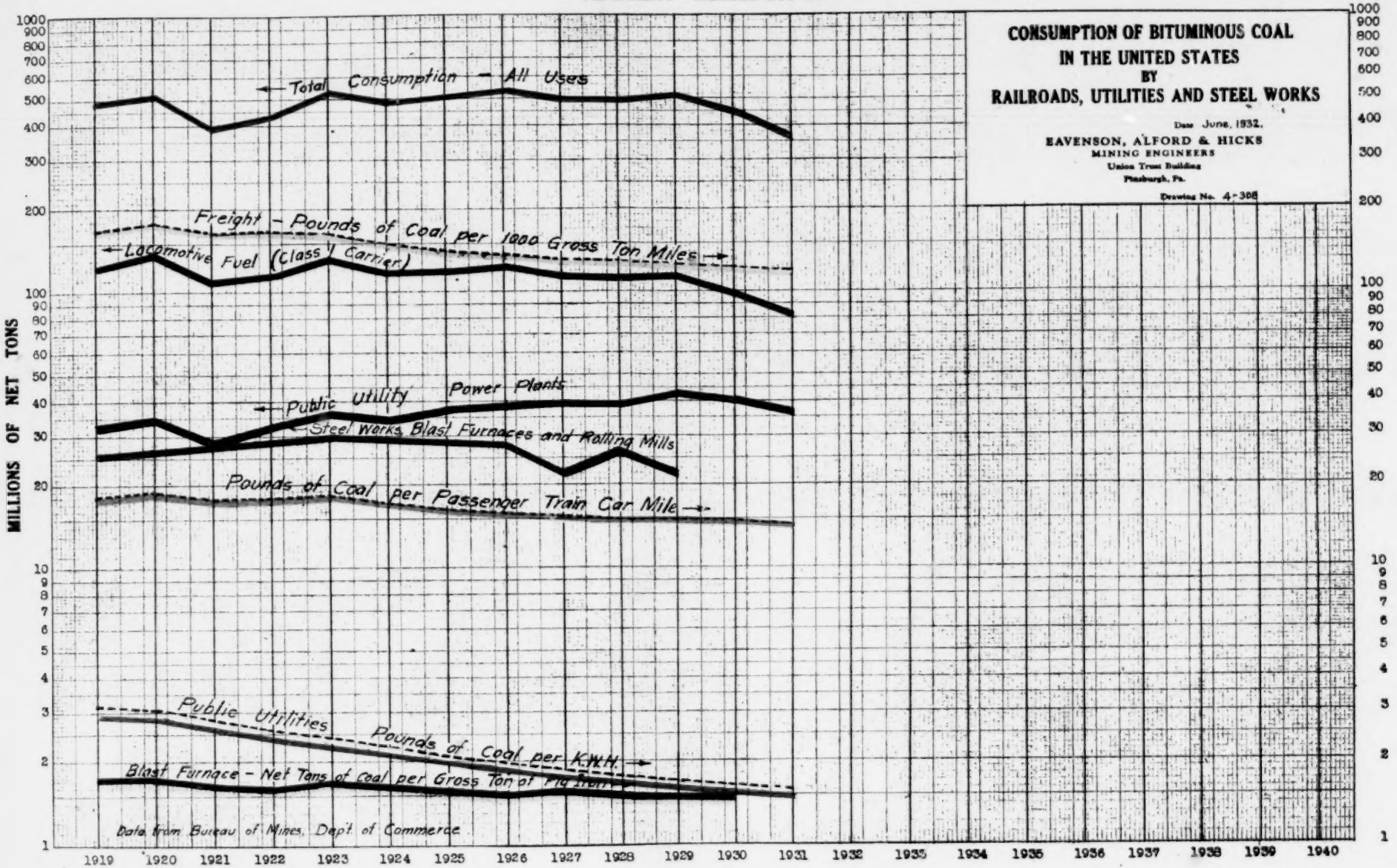

DX 23
APPALACHIAN COALS, INC.
FREIGHT RATES TO
TOLEDO, LIMA AND FINDLAY, OHIO
FROM
APPALACHIAN DISTRICT AND OTHER AVAILABLE SOURCES
SCALE 1"=40 MILES
DATE JULY 1932
EAVENSON, ALFORD & HICKS
MINING ENGINEERS
UNION TRUST BUILDING
PITTSBURGH, PA.
DRAWING No. 6-553
221
299
331
239
264
310
APPALACHIAN COALS
INNER CRESCENT
OUTER CRESCENT
KNOX COUNTY
PRINCETON-ANDERSON
SOUTHERN ILLINOIS
WESTERN KENTUCKY
ILLINOIS
CENTRALIA
NORTH
EAST
SOUTH
WEST

DEFENDANTS' EXHIBIT NO. 24



1479

DEFENDANTS' EXHIBIT NO. 25



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[fol. 1481]

DEFENDANTS' EXHIBIT No. 26

Consumption of Fuel in the United States by Public Utility Power Plants and Production of Electric Power by Fuels and by Water Power in 1929

(7/26/32).

State	Coal consumed, net tons	Oil consumed, barrels	Oil in equivalent coal, tons	Gas consumed, M cu. ft.	Gas in equivalent coal, tons	Total equivalent coal, tons	Percentage of total K. W. H. produced	
							By fuel	By water
New England States:								
Maine	4,258	285,538	79,316	.....	.....	83,574	11.0	89.0
New Hampshire	68,650	58,344	16,207	.....	.....	84,857	25.6	74.4
Vermont	814	52,812	14,670	.....	.....	15,484	1.8	98.2
Massachusetts	1,716,796	844,461	234,573	.....	.....	1,951,369	83.8	16.2
Rhode Island	364,622	426,128	118,369	.....	.....	482,991	99.4	.6
Connecticut	989,040	1,086	302	.....	.....	989,342	85.9	14.1
Regional Total	3,144,180	1,668,369	463,436	.....	.....	3,607,616	69.4	30.6
Middle Atlantic States:								
New York	6,651,857	293,104	81,418	22,633	984	6,734,259	61.2	38.8
New Jersey	1,547,859	19,956	5,543	.....	.....	1,553,402	99.0	1.0
Pennsylvania	5,870,711	13,494	3,748	68,673	2,986	5,877,445	89.8	10.2
Regional Total	14,070,427	326,554	90,709	91,306	3,970	14,165,106	73.9	26.1
East North Central States:								
Ohio	4,826,858	10,994	3,054	4,070,370	176,973	5,006,885	99.3	.7
Indiana	2,525,373	11,614	3,226	440	19	2,528,618	94.5	5.5
Illinois	6,221,907	29,344	8,151	.....	.....	6,230,058	96.5	3.5
Michigan	2,444,616	9,642	2,678	.....	.....	2,447,294	76.6	23.4
Wisconsin	975,596	18,105	5,029	.....	.....	980,625	57.4	42.6
Regional Total	16,994,350	79,699	22,139	4,070,810	176,992	17,193,481	89.2	10.8

DEFENDANTS' EXHIBIT No. 20—(Continued) (7/26/32).

State	Coal consumed, net tons	Oil consumed, barrels	Oil in equivalent coal, tons	Gas consumed, M. cu. ft.	Gas in equivalent coal, tons	Total equivalent coal, tons	Percentage of total K. W. H. produced	
							By fuel	By water
West North Central States:								
Minnesota	546,305	12,967	3,602	.....	.....	549,907	45.4	54.6
Iowa	961,253	65,461	18,184	.....	.....	979,437	47.5	52.5
Missouri	1,220,470	205,579	57,105	455,444	19,802	1,297,377	94.1	5.9
North Dakota	272,835	4,779	1,328	.....	.....	274,163	100.0	....
South Dakota	126,288	42,534	11,815	.....	.....	138,103	87.3	12.7
Nebraska	541,654	137,306	38,141	.....	.....	579,798	93.6	6.4
Kansas	361,733	476,283	132,301	11,287,668	490,768	984,802	97.4	2.6
Regional Total	4,030,538	944,909	262,475	11,743,112	510,570	4,803,587	72.0	28.0
South Atlantic States:								
Delaware	53,805	3,363	934	.....	.....	54,739	100.0	....
Maryland	551,644	4,916	1,366	.....	.....	553,010	36.9	63.1
District of Columbia	343,243	.....	.....	.....	.....	343,243	98.0	2.0
Virginia	765,378	8,842	2,456	.....	.....	767,834	74.0	26.0
West Virginia	1,752,241	511	142	153,082	6,656	1,759,039	92.2	7.8
North Carolina	186,315	4,251	1,181	.....	.....	187,496	7.0	93.0
South Carolina	127,531	1,140	316	.....	.....	127,847	9.7	90.3
Georgia	18,162	202,934	56,371	.....	.....	74,533	6.5	93.5
Florida	24,455	2,036,481	565,689	.....	.....	590,144	97.0	3.0
Regional Total	3,822,774	2,262,438	628,455	153,082	6,656	4,457,885	44.9	55.1
East South Central States:								
Kentucky	551,555	9,846	2,735	.....	.....	554,290	58.5	41.5
Tennessee	216,440	18,215	5,060	3,392,040	147,480	368,980	32.2	67.8
Alabama	26,896	12,633	3,509	.....	.....	30,405	1.0	99.0

Mississippi	72,806	57,019	15,839	33,066	1,438	90,083	100.0	....
Regional Total	867,697	97,713	27,143	3,425,106	148,918	1,043,758	22.7	77.3
West South Central States:								
Arkansas	93,047	34,349	9,541	1,221,768	53,120	155,708	60.7	39.3
Louisiana	4,011	123,802	34,389	17,283,982	751,477	789,877	100.0	....
Oklahoma	453,559	150,404	41,779	8,606,135	374,180	869,518	99.6	.4
Texas	677,384	617,523	171,534	38,364,918	1,668,040	2,516,958	99.3	.7
Regional Total	1,228,001	926,078	257,244	65,476,803	2,846,818	4,332,061	98.5	1.5
Mountain States:								
Montana	11,306	992	275	570,978	24,825	36,406	1.1	98.9
Idaho	.....	255	71	.....	.....	71	.2	99.8
Wyoming	118,553	6,146	1,707	235,942	10,258	130,518	64.2	35.8
Colorado	420,093	6,328	1,758	.....	.....	421,851	59.1	40.9
New Mexico	37,794	112,670	31,297	25,151	1,094	70,185	97.3	2.7
Arizona	.....	285,250	79,236	.....	.....	79,236	31.9	68.1
Utah	94,115	2,750	764	.....	.....	94,879	27.4	72.6
Nevada	.....	6,415	1,782	.....	.....	1,782	5.5	94.5
Regional Total	681,861	420,806	116,891	832,071	36,177	834,928	17.3	82.7
Pacific States:								
Washington	97,402	957,070	265,853	.....	.....	363,255	14.5	85.5
Oregon	.....	280,994	78,054	.....	.....	78,054	33.9	66.1
California	.....	2,158,586	599,607	26,914,327	1,170,188	1,769,795	28.1	71.9
Regional Total	97,402	3,396,650	943,514	26,914,327	1,170,188	2,211,104	25.8	74.2
United States Total	44,937,230	10,124,216	2,812,282	112,706,617	4,900,288	52,649,522	64.4	35.6

Data from United States Department of Interior, Geological Survey in cooperation with the United States Bureau of Mines.
Conversion—3.6 barrels oil = 1 Net Ton Coal.
" —23,000 Cu. Ft. Gas = 1 Net Ton Coal.

[fol. 1482]

DEFENDANTS' EXHIBIT No. 27

Table #8

Table 8.—Annual Supply of Energy from Mineral Fuels and Water Power in the United States, 1819-1930

(Figures represent trillions of British thermal units and because of rounding do not always add across exactly. In calculating thermal equivalents, the gross British thermal unit values are used. Water power is represented by British thermal units of coal necessary to produce the same amount of power. Figures represent production except those for oil imports and take no account of changes of stock.)

Year	Anthracite	Bituminous coal	Total coal	Domestic oil (total crude including that refined)	Natural gas (total production)	Imported oil (total crude including that refined)	Total oil and gas	Total mineral fuels	Water Power	Grand total, including water power
1819	(1)	.....	(1)	.....	.....	...	.....	(1)	(2)	(2)
1829	4	3	6	.....	.....	...	.....	6	(2)	(2)
1839	27	41	68	.....	.....	...	.....	68	(2)	(2)
1849	109	64	173	.....	.....	...	.....	173	(2)	(2)
1859	262	158	419	(1)	.....	...	.....	419	(2)	(2)
1869	464	415	879	25	.....	...	25	904	(2)	(2)
1879	822	993	1,815	119	(1)	...	119	1,934	(2)	(2)
1889	1,239	2,507	3,746	211	(3) 268	...	479	4,225	91	4,316
1899	1,643	5,065	6,708	342	(3) 240	...	582	7,291	135	7,426
1909	2,205	9,949	12,155	1,099	517	(4)	1,616	13,771	411	14,182
1913	2,490	12,535	15,025	1,491	626	102	2,219	17,243	588	17,831
1918	2,688	15,180	17,868	2,136	775	226	3,137	21,005	837	21,842
1919	2,396	12,206	14,602	2,270	802	317	3,389	17,991	892	18,883
1920	2,437	14,899	17,336	2,658	858	637	4,153	21,489	971	22,460
1921	2,461	10,897	13,358	2,833	712	752	4,297	17,655	908	18,563
1922	1,487	11,063	12,551	3,345	820	764	4,929	17,480	1,024	18,504
1923	2,539	14,791	17,330	4,394	1,082	492	5,968	23,298	1,136	24,434
1924	2,392	12,672	15,064	4,284	1,227	467	5,978	21,042	1,167	22,209
1925	1,681	13,625	15,306	4,582	1,278	371	6,231	21,537	1,290	22,827
1926	2,297	15,022	17,319	4,625	1,411	362	6,398	23,717	1,492	25,209
1927	2,179	13,565	15,744	5,407	1,553	350	7,310	23,054	1,687	24,741
1928	2,049	13,120	15,169	5,409	1,686	479	7,574	22,743	1,942	24,685

1929.....	2,008	14,017	16,025	6,044	2,062	474	8,580	24,605	1,929	26,534
1930.....	1,887	12,249	14,136	5,388	2,089	373	7,850	21,986	1,856	23,842

(1) Less than 0.5.

(2) No figures for water power are available before 1889. The fuel equivalent for water power is calculated from the reported horsepower of installed water wheels, assuming a capacity factor of 20 per cent for manufactures and mines and of 40 per cent for public utilities and assuming that the theoretical thermal equivalent of 1 horsepower-hour (2,547 B.t.u.) is 7 per cent of the B.t.u. that would have been consumed in generating 1 horsepower-hour from fuels in practice. For 1919 to 1930, however, actual reports of the horsepower-hours produced by water in electric-utility plants, as recorded by the U. S. Geological Survey, have been used.

(3) Based on the amount of coal displaced by gas, as estimated by the gas companies at the time.

(4) Imports negligible before 1913.

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[fol. 1483]

DEFENDANTS' EXHIBIT No. 28

Table #9

Table 9.—Per cent of Total Heating Value Contributed by the Several Mineral Fuels in the United States, 1819-1930

Year	Anthracite	Bituminous coal	Total	Domestic oil (total crude including that refined)	Natural gas (total production)	Imported oil (total crude including that refined)	Total oil and gas	Total mineral fuels	Water power per cent of fuels(1)
1819.....	100.0	....	100.0	....	....	....	....	100.0	(1)
1829.....	58.4	41.6	100.0	....	....	....	....	100.0	(1)
1830.....	40.2	59.8	100.0	....	....	....	....	100.0	(1)
1849.....	62.8	37.2	100.0	....	....	....	....	100.0	(1)
1859.....	62.3	37.7	100.0	....	....	....	....	100.0	(1)
1869.....	51.3	45.9	97.2	(2)	....	....	....	100.0	(1)
1879.....	42.5	51.3	93.8	2.8	(2)	....	2.8	100.0	(1)
1889.....	29.3	59.3	88.6	6.2	(2)	6.2	6.2	100.0	(1)
1899.....	22.5	69.5	92.0	5.0	6.4	....	11.4	100.0	2.2
1909.....	16.0	72.2	88.2	4.7	3.3	....	8.0	100.0	1.9
1913.....	14.4	72.7	87.1	8.0	3.8	(2)	11.8	100.0	3.0
1918.....	12.8	72.3	85.1	8.7	3.6	0.6	12.9	100.0	3.4
1919.....	13.3	67.9	81.2	10.1	3.7	1.1	14.9	100.0	4.0
				12.6	4.5	1.7	18.8	100.0	5.0

(1) No figures for water power are available before 1889; hence to make the figures comparable the data for water power thereafter are expressed as per cent of the fuel total but are not included in the base on which the percentages are computed.

(2) Less than 0.1 per cent.

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DEFENDANTS' EXHIBIT No. 28—Con'tnued

Year	Anthracite	Bituminous coal	Total	Domestic oil (total crude including that refined)	Natural gas (total production)	Imported oil (total crude including that refined)	Total oil and gas	Total mineral fuels	Water power per cent of fuels(1)
1920	11.4	69.3	80.7	12.4	4.0	2.9	19.3	100.0	5.0
1921	14.0	61.7	75.7	16.0	4.0	4.3	24.3	100.0	5.1
1922	8.5	63.3	71.8	19.1	4.7	4.4	28.2	100.0	5.9
1923	10.9	63.5	74.4	18.9	4.6	2.1	25.6	100.0	4.9
1924	11.4	60.2	71.6	20.4	5.8	2.2	28.4	100.0	5.5
1925	7.8	63.3	71.1	21.3	5.9	1.7	28.9	100.0	6.0
1926	9.7	63.3	73.0	19.5	6.0	1.5	27.0	100.0	6.3
1927	9.5	58.8	68.3	23.5	6.7	1.5	31.7	100.0	7.3
1928	9.0	57.7	66.7	23.8	7.4	2.1	33.3	100.0	8.5
1929	8.1	57.0	65.1	24.6	8.4	1.9	34.9	100.0	7.8
1930	8.6	55.7	64.3	24.5	9.5	1.7	35.7	100.0	8.4

(1) No figures for water power are available before 1889; hence to make the figures comparable the data for water power thereafter are expressed as per cent of the fuel total but are not included in the base on which the percentages are computed.

[fol. 1484] DEFENDANTS' EXHIBIT No. 29

Table #10

Consumption of Fuels in the United States
Division by Uses

	Bituminous coal (a), 1928	Fuel oil (b), 1929	(5/26/32) Natural gas (c), 1929
Railroad Fuel	27.7%	20.52%	.....
Coke Ovens	16.0	.....	.....
Electric Utilities	7.7	8.52	5.67%
Steel Works	5.4	5.51	.....
General Manufacturing:			
Stone, Clay and Glass	4.6	0.90 (h)	.....
Metal Industries	3.5 (d)	.....	.....
Food Products	2.3	1.87	.....
Chemicals and Fertilizers	2.1	1.13	.....
Paper Pulp and Printing	2.0	0.81	.....
Textiles and Products	1.7	1.28	.....
Petroleum Refining	0.8	.....	.....
Leather and Rubber	0.8	.....	.....
Lumber and Wood Products	0.7	0.61	.....
Miscellaneous Manufacturing	0.5	3.68	.....
Ice Manufacturing	0.5	.....	.....
Coal and Water Gas	1.0	.....	.....
Fuel for Production and Operation	1.1	15.20	36.45
Other Mines and Quarries	0.8	1.91 (f)	.....
Bunkers	1.5	24.92 (g)	.....
Domestic	19.3 (e)	1.94	19.00
Automotive Industries	.....	0.87	.....
Ceramic Industries	.....	0.64	.....
Commercial Heating	.....	4.78	.....
U. S. Navy, Army Transport, etc	.....	1.73	.....
Miscellaneous Uses	.....	3.18	.....
Manufacture of Carbon Black	.....	.....	13.77
Petroleum Refineries	.....	.....	5.67
General Industrial Purposes	.....	.....	19.44
Total	100.0	100.0	100.0

(a) Data from Tryon and Rogers Bureau of Mines.
(b) Data from Swanson, Bureau of Mines.
(c) Data from Economics of Fuel Utilization—A. L. Brown—Feb., 1931.
(d) Not including Steel Works.
(e) Includes all others.
(f) Includes Smelters.
(g) Includes Tankers.
(h) Cement and Lime Plants.

[fol. 1485]

DEFENDANTS' EXHIBIT No. 30

Table #11

1929 Production of Natural Gas, Petroleum, and Coal in the United States by States
Taken from Published Figures by the United States Bureau of Mines

State	Natural gas		Petroleum		Coal	
	Millions of cubic feet	Per cent of total	Millions of 42-gallon barrels	Per cent of total	Thousands short tons	Per cent of total
Alabama	.....	.....	.....	.....	17,690	3.3
Arizona	.....	.....	.....	.....	.....	.....
Arkansas	19,928	1.0	24,917	2.5	1,800	0.3
California	342,214	17.9	292,534	29.0	.....	.....
Colorado	2,787	0.2	2,358	0.2	9,800	1.9
Connecticut	.....	.....	.....	.....	.....	.....
Delaware	.....	.....	.....	.....	.....	.....
District of Columbia	.....	.....	.....	.....	.....	.....
Florida	.....	.....	.....	.....	.....	.....
Georgia	.....	.....	.....	.....	.....	.....
Idaho	.....	.....	.....	.....	.....	.....
Illinois	2,983	0.2	6,319	0.6	60,085	11.3
Indiana	1,012	0.1	981	0.1	17,970	3.3
Iowa*	.....	.....	.....	.....	4,130	0.8
Kansas	38,469	2.0	42,813	4.3	3,040	0.6
Kentucky	27,588	1.4	7,775	0.8	60,575	11.4
Louisiana	261,138	13.6	20,554	2.0	.....	.....
Maine	.....	.....	.....	.....	.....	.....
Maryland*	.....	.....	.....	.....	2,660	0.5
Massachusetts	.....	.....	.....	.....	.....	.....
Michigan	4,526	0.2	4,528	0.5	770	0.1
Minnesota	.....	.....	.....	.....	.....	.....
Mississippi	90	.....	.....	.....	.....	.....
Missouri	324	.....	.....	.....	3,860	0.7
Montana	9,659	0.5	3,980	0.4	3,183	0.6

Nebraska	.....	.....	.....	.....	.....	.....
Nevada	.....	.....	.....	.....	.....	.....
New Hampshire	.....	.....	.....	.....	.....	.....
New Jersey	.....	.....	.....	.....	.....	.....
New Mexico	3,054	0.2	1,830	0.2	2,640	0.5
New York	8,387	0.4	3,377	0.3	.....	.....
North Carolina	.....	.....	.....	.....	.....	.....
North Dakota*	.....	.....	.....	.....	1,950	0.4
Ohio	57,936	0.3	6,743	0.6	23,712	4.5
Oklahoma	357,893	18.7	255,004	25.3	3,484	0.7
Oregon	.....	.....	.....	.....	.....	.....
Pennsylvania	101,951	5.3	11,820	1.2	142,400	26.6
Rhode Island	.....	.....	.....	.....	.....	.....
South Carolina	.....	.....	.....	.....	.....	.....
South Dakota	99	.....	.....	.....	.....	.....
Tennessee	25	.....	19	.....	5,750	1.1
Texas	464,928	24.3	296,876	29.4	1,060	0.2
[fol. 1486]						
Utah	693	.....	.....	.....	5,250	1.0
Vermont	.....	.....	.....	.....	.....	.....
Virginia	.....	.....	.....	.....	13,138	2.5
Washington*	.....	.....	.....	.....	2,530	0.5
West Virginia	167,333	8.7	5,574	0.5	138,015	25.9
Wisconsin	.....	.....	.....	.....	.....	.....
Wyoming	44,648	2.3	19,314	1.9	6,600	1.3
Unclassified	28	.....	7	.....	170	.....
Grand Total	1,917,693	100.0	1,007,323	100.0	Bit....532,352 Anth..76,640	100.0
					Total..608,992	

* Production of natural gas grouped in unclassified

[fol. 1487] DEFENDANTS' EXHIBIT No. 31

Table #12

Estimated Replacement of Bituminous Coal Consumption in 1930 in the United States by Natural Gas, Fuel and Gas Oil, Water Power, and Other Energy Sources.

Based upon the assumption that bituminous coal would have maintained its upward trend in percentage of the entire energy supply in the United States from 1915 to 1930 (on rate of increase shown by soft coal from 1900 to 1915) if competition with the available supply of other kinds of energy sources had not existed, due to rapid expansion in the use of these sources.

Item	Consumption in equivalent short tons		Per cent of replacement energy supply	Per cent of total
Bituminous coal (estimated actual consumption in 1930)	.....	445,000,000	.....	65.6
Replacement natural gas (estimated actual consumption in 1930)	37,000,000	.....	15.7	5.4
Replacement fuel and gas oils (estimated actual consumption in 1930)	82,000,000	.....	34.9	12.0
Replacement water power (estimated actual consumption in 1930)	82,000,000	.....	34.9	12.0
Replacement miscellaneous energy sources (estimated actual consumption in 1930)	34,000,000	.....	14.5	5.0
Total replacement energy.	.....	235,000,000	100.0	34.4
Bituminous coal (estimated 1930 consumption on basis of 1900–1915 consumption trend)	.....	680,000,000	.....	100.0

[fol. 1488]

DEFENDANTS' EXHIBIT No. 32

List of By-product Coke-oven Plants in United States

State	Total No. of		Having captive supply		No supply		Coal used, net tons, 1929
	Plants	Ovens	Plants	Ovens	Plants	Ovens	
Territory That Can be Reached by Appalachian Coals, Incorporated							
Minnesota	3	196	2	155	1	41	1,062,179
Wisconsin	4	214	....	.....	4	214	2,453,419*
Michigan	6	341	3	279	3	62	3,760,441
Illinois	9	950	4	588	5	362	5,984,119
Missouri	2	64	....	.....	2	64	..... *
Indiana	8	1,498	5	1,397	3	101	8,748,928
Ohio	15	1,836	12	1,599	3	237	12,316,686
Kentucky	1	108	1	108	....	.....	..... *
New Jersey	2	207	1	170	1	37	1,248,662
New York	11	1,121	5	657	6	464	6,183,918
Connecticut	1	61	1	61	....	.....	..... *
West Virginia	4	411	3	351	1	60	2,056,475
Massachusetts	5	463	3	437	2	26	1,126,370
Rhode Island	1	65	1	65	....	.....	..... *
Tennessee	1	24	....	.....	1	24	160,842
Totals	73	7,559	41	5,867	32	1,692	45,101,939

% of captive plants, 56.1.
% of captive ovens, 77.6.
* All included under Wisconsin.

DEFENDANTS' EXHIBIT No. 32—Continued

List of By-product Coke-oven Plants in United States

State	Total No. of		Having captive supply		No supply		Coal used, net tons, 1929
	Plants	Ovens	Plants	Ovens	Plants	Ovens	
Territory That Cannot be Reached by Appalachian Coals, Incorporated							
Alabama	9	1,388	9	1,388	....	.....	6,708,774
Pennsylvania	17	3,578	15	3,516	2	62	21,643,559
Maryland	1	361	1	361	....	.....	1,914,048
Colorado	1	120	1	120	....	.....	830,748
Utah	1	56	1	56	....	.....	493,945
Washington	1	20	....	.....	1	20	65,845
Totals	30	5,523	27	5,441	3	82	31,656,919
% of captive plants, 90.0. % of captive ovens, 98.5. Grand total	103	13,082	68	11,308	35	1,774	76,758,958

Total % of captive plants, 66.0.
Total % of captive ovens, 86.4.
Data as to numbers of plants and ovens from Keystone Coal Buyers Catalog and Mine Directory, 1932.

[fol. 1489] DEFENDANTS' EXHIBIT No. 33

Statement Showing Shipments of Bituminous Coal for the Calendar Year 1929 to All Destinations in the Lower Peninsula of Michigan, the Total Shipments of Defendants to That Territory, and the Percentage Shipments at Defendants Bear to the Total

Column 1 shows total receipts from all sources.

Column 2 shows total receipts from defendants. (See Note.)

Column 3 shows percentage defendants' shipments are of total receipts in the Lower Peninsula of Michigan. (See Note.)

(1) Total bituminous coal received at lower peninsula of Michigan destinations	(2) Total bituminous coal shipped by defendants to lower peninsula of Michigan destinations	(3) Percentage total shipments made by defendants to lower peninsula of Michigan destinations
19,417,561	6,287,701	32.38

Authority:

Column (1)—Defendants' Exhibit No. 2.
Column (2)—Government Exhibit No. 2.

Note

Government Ex. No. 2 shows the actual distribution of 94.89% of the total tonnage produced by 128 of the 137 defendant companies in 1929.

The actual production in 1929 of the 128 defendant companies named in Govt. Ex. No. 2 was 58,011,384 tons and the actual distribution is shown for 55,050,866 tons, or 94.8% of that amount, leaving only 2,960,518 tons, or 5.11% of the 58,011,384 tons unclassified.

Govt. Ex. No. 3 does not show the 1929 production of the nine defendant companies which are not included in the distribution in Govt. Ex. No. 2, but Ex. No. 3 does show their 1931 production to have been 554,230 tons, or less than 1% of the 58,011,384 ton total.

[fol. 1490] DEFENDANTS' EXHIBIT No. 34

Statement Showing Shipments of Bituminous Coal for the Calendar Year 1929 to All Destinations in the State of Indiana (Except Destinations Included in the Chicago Rate District); the Total Shipments to the Indiana Territory from All Producers in the Territory Covered by Appalachian Coals, Inc., and the Total Shipments to the Same Destinations Made by Defendant Companies; Also the Percentage Relation of Defendants' Shipments to the Indiana Total and to the Total Shipments to Indiana from the Appalachian Coals, Inc., Territory

Column 1 shows total Indiana receipts, with exception of Chicago territory noted.

Column 2 shows total shipments from all producers in territory of Appalachian Coals, Inc., to same Indiana destinations.

Column 3 shows total shipments of defendants to same Indiana destinations. (See note.)

(1)	(2)	(3)
Total Indiana receipts with Exception noted	Total Indiana shipments from Appalachian Coals, Inc., territory	Total Indiana shipments by defendants
14,215,437	6,429,272	3,611,829

Percentage of total Appalachian Coals territory shipments made by defendants to Indiana destinations, 56.18.

Percentage of total Indiana receipts shipped by defendants, 25.41.

Authority:

Columns (1) and (2)—Defendants' Exhibit No. 2.
Column (3)—Government Exhibit No. 2.

Note

Government Ex. No. 2 shows the actual distribution of 94.89% of the total tonnage produced by 128 of the 137 defendant companies in 1929.

The actual production in 1929 of the 128 defendant companies named in Govt. Ex. No. 2 was 58,011,384 tons and the actual distribution is shown for 55,050,866 tons, or

94.8% of that amount, leaving only 2,960,518 tons, or 5.11% of the 58,011,384 tons unclassified.

Govt. Ex. No. 3 does not show the 1929 production of the nine defendant companies which are not included in the distribution in Govt. Ex. No. 2, but Ex. No. 3 does show their 1931 production to have been 554,230 tons, or less than 1% of the 58,011,384 ton total.

[fol. 1491] DEFENDANTS' EXHIBIT No. 35

Statement Showing Shipments of Bituminous Coal for the Calendar Year 1929 to All Destinations in the State of Ohio; the Total of Shipments to Ohio Destinations from All Producers in the Territory Covered by Appalachian Coals, Inc., and the Total Shipments to the Same Destinations Made by Defendant Companies; Also the Percentage Relation of Defendants' Shipments to the Ohio Destinations, and the Total Shipments to Ohio from the Appalachian Coals, Inc., Territory

Column 1 shows the total Ohio receipts.

Column 2 shows total shipments from all producers in territory of Appalachian Coals, Inc., to same Ohio destinations.

Column 3 shows total shipments of defendants to same Ohio destinations. (See note.)

(1)	(2)	(3)
Total Ohio receipts	Total Ohio shipments from Appalachian Coals, Inc., territory	Total Ohio shipments by defendants
43,224,921	14,012,876	10,955,157

Percentage of total Appalachian Coals territory shipments made by defendants to Ohio destinations, 78.18%.

Percentage of total Ohio receipts shipped by defendants, 25.34.

Authority:

Columns (1) and (2)—Defendants' Exhibit No. 2.
Column (3)—Government Exhibit No. 2.

Note

Government Ex. No. 2 shows the actual distribution of 94.89% of the total tonnage produced by 128 of the 137 defendant companies in 1929.

The actual production in 1929 of the 128 defendant companies named in Govt. Ex. No. 2 was 58,011,384 tons and the actual distribution is shown for 55,050,866 tons, or 94.8% of that amount, leaving only 2,960,518 tons, or 5.11% of the 58,011,384 tons unclassified.

Govt. Ex. No. 3 does not show the 1929 production of the nine defendant companies which are not included in the distribution in Govt. Ex. No. 2, but Ex. No. 3 does show their 1931 production to have been 554,230 tons, or less than 1% of the 58,011,384 ton total.

[fol. 1492] DEFENDANTS' EXHIBIT No. 36

Statement Showing Shipments of Bituminous Coal, Calendar Year 1929, to All Destinations. North Carolina, South Carolina, and Georgia

Column 1 shows total received, all destinations, each State.

Column 2 shows total shipments made by defendant companies to all destinations, each State. (See Note.)

Column 3 shows percentage the shipments of defendants bears to total tonnage received from all sources. (See Note.)

To	(1) Total shipments	(2) Defendants' shipments	(3) Percentage of total shipments made by defendants
North Carolina	3,927,883	1,595,106	40.61
South Carolina	2,583,453	1,213,787	46.98
Georgia	3,626,494	1,310,532	36.14

Authority:

Column 1, Defendants' Exhibit No. 2.
Column 2, Government Exhibit No. 2.

Note.

Government Ex. No. 2 shows the actual distribution of 94.89% of the total tonnage produced by 128 of the 137 defendant companies in 1929.

The actual production in 1929 of the 128 defendant companies named in Govt. Ex. No. 2 was 58,011,384 tons and the actual distribution is shown for 55,050,866 tons, or 94.89% of that amount, leaving only 2,960,518 tons, or 5.11% of the 58,011,384 tons unclassified.

Govt. Ex. No. 3 does not show the 1929 production of the nine defendant companies which are not included in the distribution in Govt. Ex. No. 2, but Ex. No. 3 does show their 1931 production to have been 554,230 tons, or less than 1% of the 58,011,384 ton total.

[fol. 1493] DEFENDANT'S EXHIBIT No. 37

Partial List of Companies in Georgia that have Changed from Coal to Oil, Natural Gas, and Hydro-electric Power During the Past Three Years, with the Approximate Annual Tonnage of Coal Each Company would Consume Normally.

Name of company—Location	Normal annual consumption (tons)	Now using
Atlanta Chemical Co., Atlanta	1,000	Hydro-electricity
Atlanta Gas Light Co., Atlanta	40,000	Natural gas
Atlanta Hosiery Mills, Atlanta	1,000	Hydro-electricity
Atlanta Plow Co., Atlanta	3,000	Hydro-electricity
Atlanta Woolen Mills, Atlanta	5,000	Hydro-electricity
Atlantic Steel Co., Atlanta	75,000	Natural gas
Block Candy Co., Atlanta	1,000	Natural gas
Continental Gin Co., Atlanta	2,000	Hydro-electricity
Exposition Cotton Mills, Atlanta	20,000	Hydro-electricity
Furman Fertilizer Works, Atlanta	1,000	Hydro-electricity
Gate City Cotton Mills, Atlanta	2,500	Hydro-electricity
Consumers Company, Ice, Atlanta	6,000	Hydro-electricity
Lullwater Manufacturing Co., Atlanta	2,500	Hydro-electricity
The Murray Co., Atlanta	2,500	Hydro-electricity
Porter Fertilizer Works, Atlanta	1,000	Hydro-electricity
American Can Co., Atlanta	1,000	Natural gas
Va. Carolina Chemical Co., Atlanta	2,000	Hydro-electricity
Armour Fertilizer Works, Augusta	1,000	Hydro-electricity
Buckeye Cotton Oil Co., Augusta	3,000	Hydro-electricity
Georgia Chemical Works, Augusta	1,000	Hydro-electricity
International Agricultural Co., Augusta	1,000	Hydro-electricity
International Vegetable Oil Co., Augusta	2,000	Hydro-electricity
Southern States Phosphate & Fertilizer Co., Augusta	1,000	Hydro-electricity
Acworth Cotton Mills, Acworth	2,000	Hydro-electricity

Name of company and location	Normal annual consumption (tons)	Now using
Atlanta Ice & Coal Co., Albany		Hydro-electricity
Atlanta Ice & Coal Co., Americus		Hydro-electricity
Atlanta Ice & Coal Co., Atlanta		Hydro-electricity
Atlanta Ice & Coal Co., Augusta		Hydro-electricity
Atlanta Ice & Coal Co., Cordele	50,000	Hydro-electricity
Atlanta Ice & Coal Co., Covington		Hydro-electricity
Atlanta Ice & Coal Co., Fort Valley		Fuel oil
Atlanta Ice & Coal Co., Macon		Hydro-electricity
Atlanta Ice & Coal Co., Rome		Hydro-electricity
Flint River Cotton Mills, Albany	3,000	Hydro-electricity
Va. Carolina Chemical Co., Albany	1,000	Hydro-electricity
Goodyear Clearwater Mills, Atco	15,000	Hydro-electricity
Empire State Chemical Co., Athens	1,000	Hydro-electricity
Hulme Hinton Guano Co., Athens	1,000	Hydro-electricity
International Agricultural Corp., Athens	1,000	Hydro-electricity
American Agricultural Chemical Co., Atlanta	1,000	Hydro-electricity
American Service Co.—Ice, Atlanta	5,000	Hydro-electricity
American Service Co.—Ice, Griffin	2,000	Hydro-electricity
American Service Co.—Ice, Columbus	2,000	Hydro-electricity
American Service Co.—Ice, Newnan	1,500	Hydro-electricity
American Service Co.—Ice, LaGrange	1,500	Hydro-electricity
American Service Co.—Ice, West Point	1,000	Hydro-electricity
Armour Fertilizer Works, Atlanta	1,000	Hydro-electricity
Ashcraft Wilkinson Co., Atlanta	1,000	Hydro-electricity
Swift & Co., Oil Mill, Augusta	2,500	Hydro-electricity

[fol. 1494]

Va. Carolina Chemical Co., Augusta	1,000	Hydro-electricity
Clark Thread Co., Austell	5,000	Hydro-electricity
Consumers Monument Co., Ball Ground	1,000	Hydro-electricity
Banning Cotton Mills, Banning	1,000	Hydro-electricity
Georgia Knitting Mills, Barnesville	600	Hydro-electricity
Mandeville Mills, Bremen	2,500	Hydro-electricity
Hercules Powder Co., Brunswick	2,000	Hydro-electricity
Glynn Ice Co., Brunswick	2,000	Hydro-electricity
Canton Cotton Mills, Canton	10,000	Hydro-electricity
Georgia Marble Finishing Works, Canton	2,500	Hydro-electricity
Mandeville Mills, Carrollton	5,000	Hydro-electricity
Lawler Hosiery Mills, Carrollton	1,200	Hydro-electricity
Cartersville Mills, Cartersville	1,200	Hydro-electricity
Whittier Mills Co., Chattahoochie	6,000	Hydro-electricity
Bibb Manufacturing Co., Columbus	20,000	Hydro-electricity
Bradley Manufacturing Co., Columbus	5,000	Hydro-electricity
Centennial Cotton Gin Co., Columbus	5,000	Hydro-electricity
Columbus Manufacturing Co., Columbus	10,000	Hydro-electricity
Dixie Brick Co., Columbus	7,500	Natural gas
Eagle & Phoenix Mills, Columbus	20,000	Hydro-electricity
Empire Brick Co., Columbus	5,000	Natural gas
Goldens Foundry & Machinery Co., Columbus	1,000	Hydro-electricity
Lummers Cotton Gin Co., Columbus	5,000	Hydro-electricity
Muscogee Manufacturing Co., Columbus	10,000	Hydro-electricity
Perkins Hosiery Mills, Columbus	5,000	Hydro-electricity
Swift Manufacturing Co., Columbus	5,000	Hydro-electricity
Swift Spinning Mills, Columbus	2,500	Hydro-electricity
Columbus Electric & Power Co. Gas Works, Columbus	5,000	Natural gas
Harmony Grove Mills, Commerce	5,000	Hydro-electricity
Cordele Compress Co., Cordele	500	Hydro-electricity
Read Phosphate Co., Cordele	1,000	Hydro-electricity

Name of company and location	Normal annual consumption (tons)	Now using
Covington Mills, Covington	5,000	Hydro-electricity
Crawford Cotton Mills, Crawford	2,000	Hydro-electricity
Imperial Cotton Mills, Eatonton	4,000	Hydro-electricity
Martel Mills, Egan	3,000	Hydro-electricity
Elberton Oil Mills, Elberton	2,000	Hydro-electricity
Georgia Granite Corp., Elberton	1,000	Hydro-electricity
Southern Quarrying Co., Elberton	1,500	Hydro-electricity
Ensign Cotton Mills, Forsythe	5,000	Hydro-electricity
Trio Manufacturing Co., Forsythe	1,500	Hydro-electricity
Chicopee Manufacturing Co., Gainesville	7,500	Hydro-electricity
Gainesville Cotton Mills, Gainesville	10,000	
Georgia Kaolin Co., Dry Branch	2,500	Natural gas
Mary Leila Cotton Mills, Greensboro	2,500	Hydro-electricity
Griffin Gas Co., Griffin	2,000	Natural gas
Total	471,000	

[fol. 1495] DEFENDANTS' EXHIBIT NO. 38

Witness: J. W. Davin

No. of pages: 8

Statement of the Recapitulation of Active and Inactive Mines of Both Defendant and Non-defendant Companies on the Chesapeake & Ohio Railway in West Virginia and Eastern Kentucky High Volatile Coal Fields, Made Up from Defendants' Exhibit No. — Just Previously Filed by J. W. Davin, Showing the Production of Defendant and Non-defendant Mines for the Year 1931 and the Capacity of Defendant and Non-defendant Active Mines, as well as the Capacity of the Defendant and Non-defendant Inactive Mines for the Year 1931.

1931

	No. of mines	Production for 1931 or for last yr. mine operated	Capacity	Per cent to total all dfndt. and non-dfndt. mines
Total mines defendant—active	65	15,554,550	27,086,245	43.7%
Total mines non-defendant—active	71	13,174,500	18,872,450	30.4%
Total	136	28,729,050	45,958,695	74.1%
Total mines defendant—inactive	30	2,240,660	8,102,710	13.1%
Total mines non-defendant—inactive	78	3,097,095	7,962,500	12.8%
Total	108	5,337,755	16,065,210	25.9%
Total mines defendant—active	65	15,554,550	27,086,245	.....
Total mines defendant—inactive	30	2,240,660	8,102,710	.....
Total	95	17,795,210	35,188,955	56.8%

1931

	No. of mines	Production for 1931 or for last yr. mine operated	Capacity	Per cent to total all dfndt. and non-dfndt. mines
Total mines non-defndt.—active	71	13,174,500	18,872,450	.....
Total mines non-defndt.—inactive	78	3,097,095	7,962,500	.....
Total	149	16,271,595	26,834,950	43.2%
Total mines Dfndt. & Non-dfndt. (Active)	136	28,729,050	45,958,695	74.1%
Total mines Dfndt. & Non-dfndt. (Inactive)	108	5,337,755	16,065,210	25.9%
Grand total — All mines—Dfndt. and non-defendant	244	34,066,805	62,023,905	100.0%

[fol. 1496] Chesapeake and Ohio Railway Company

Statement Showing 1931 Production and Productive Capacity, in Net Tons, Based on 1931 Production of Active Mines of Defendant Companies

Operating company	Mine name	1931	Capacity
Amherst Coal Company	Amherst 1	184,700	313,635
	Amherst 3	234,100	400,000
Total		418,800	713,635
Anchor Coal Company	Anchor 1	165,940	276,865
Boone County Coal Corp.	Boone 2	708,210	1,042,445
Cabin Creek Cons. Coal Co.	Acme 2	312,430	829,935
	Raccoon 2	353,130	648,900
	Rose	25,230	268,830
	United	214,930	386,250
Total		905,720	2,133,915
Carbon Fuel Company	Carbon 9	297,770	319,815
	Carbon 10	153,110	437,850
Total		450,880	757,665
Clean Eagle Coal Company	Huff Creek	127,010	172,110
Coalburgh Kanawha Mining Co.	Coalburgh	123,530	142,340
Colcord Coal Company	Montcoal	262,710	275,630
Crystal Block Coal & Coke Co.	Crystal Block	215,850	512,940
Detroit Mining Company	Detroit	158,290	248,435
Dry Branch Coal Company	Dry Branch	45,580	160,060
Elkhorn Coal Corporation	Elkhorn 27	265,000	494,400
	Elkhorn 28	330,710	689,070
Total		595,710	1,183,470
Ethel Block Coal Company	Ethel 2	168,080	267,590
Fort Branch Coal Corp.	Fort Branch	57,590	129,780
Gay Coal & Coke Company	Gay 1 & 2	191,150	216,300
Glogora Coal Company	Red Dragon 11	101,060	193,740
	Blue Pennant 12	48,810	180,570
	Glo 1	109,110	295,400
Total		258,980	669,710

Operating company	Mine name	1931	Capacity
Hutchinson Coal Company	Argyle 1	210,550	230,510
	Dabney	143,070	269,450
	McBeth	315,290	356,895
Total		668,910	856,855
Island Creek Coal Company	Island Creek 1	609,770	1,146,390
	Island Creek 7	666,010	1,248,360
	Island Creek 14	507,790	945,540
	Island Creek 20	631,950	1,242,180
	Island Creek 21	689,170	1,177,290
Total		3,104,690	5,759,760
Kelly Creek Colliery Co.	Ronda	158,050	160,680
Leevale Collieries, Inc.	Leevale	56,550	152,955
Lorado Coal Mining Company	Lorado 1	365,020	723,060
	Lorado 2	319,460	635,450
Total		684,480	1,358,510
Logan Chilton Coal Company	Rita	102,110	193,430
Logan County Coal Corp.	Lundale	256,340	577,830
	McGregor	270,430	511,700
	Orville	99,150	188,630
Total		625,920	1,276,160
Long Flame Coal Company	Long Flame	150,640	199,920
Mallory Coal Company	Mallory 1	569,700	658,480
	Mallory 2	196,760	241,950
[fol. 1497] Total		766,460	900,430
Merrill Coal Mines, Inc.	Merrill	124,930	341,445
McCall Coal Company	McCall	63,510	118,040
North East Coal Company	North East 3	92,950	270,680
	North East 7	200,170	404,170
Total		293,120	674,850
Pike Floyd Coal Company	Pike Floyd	301,390	494,400
Paragon Elkhorn Collieries Co.	Utilities 22	107,230	*135,650
Turner Elkhorn Mining Co.	Turner Elkhorn	54,030	81,270
Wells Elkhorn Coal Company	Wells Elkhorn 4	152,780	286,130
	Wells Elkhorn 5	69,420	146,775
	Wells Elkhorn 6	126,630	168,715
Total		348,830	601,620
Webb Coal Mining Company	Webb	153,410	338,045
West Va. Coal & Coke Corp.	W. Va. 4	387,460	496,870
	W. Va. 5	518,460	809,580
	W. Va. 15	252,660	509,450
	W. Va. 19	626,860	723,060
	Earling	227,440	305,290
	Rossmore	397,540	579,060
Total		2,410,420	3,423,310

* Joint with C. C. & O. Ry.

Operating company	Mine name	1931	Capacity
Winifrede Collieries	Winifrede 1	14,330	29,355
Wood Coal Company	Freeze Fork	151,620	339,400
Wyatt Coal Company	Laing	129,110	349,790
	Lawyoo	42,510	61,600
Total		171,620	411,390
Youghiogheny & Ohio Coal Co.	Van	188,270	335,880
Grand Total		15,554,550	27,086,245

Total number of mines, 65.

Per cent of total capacity to all defendant and non-defendant companies' mines, 43.7%.

Office Asst. Gen. Supt. Transportation, Huntington, W. Va.

[fol. 1498] Chesapeake and Ohio Railway Company

Statement Showing Production During Last Year of Operation and Productive Capacity, in Net Tons, of Mines Now Inactive of Defendant Companies

Operating company	Mine name	Production	Capacity
Amherst Coal Company	Amherst 2	75,810	418,390
Anchor Coal Company	Anchor 2	19,140	66,855
Boone County Coal Corp.	Boone 10	54,100	136,800
	Boone 12	160,510	346,700
	Opperman 2	61,310	280,000
Total		275,920	763,500
Carbon Fuel Company	Carbon 1	8,070	61,800
	Carbon 2 & 3	470	49,440
	Carbon 6	50	15,450
	Carbon 7	1,880	92,900
	Carbon 11	32,410	260,800
Total		42,880	480,390
Elk Horn Coal Corporation	Elk Horn 29	64,110	185,400
	Elk Horn 30	54,100	176,000
Total		118,210	361,400
Ethel Block Coal Company	Ethel 1	54,240	61,800
Fort Branch Coal Corporation	Red Campbell	580	29,850
Glogora Coal Company	Stickney 10	12,830	77,250
Island Creek Coal Company	Island Creek 8	149,250	981,385
	Island Creek 11	66,610	437,850
	Island Creek 12	375,340	637,160
	Island Creek 15	95,470	590,190
	Island Creek 16	137,140	478,950
	Island Creek 17	92,640	339,900
	Island Creek 18	13,470	278,100
	Island Creek 19	32,390	77,250
	Island Creek 22	514,110	767,865
Total		1,476,420	4,588,650
Logan County Coal Corp.	Paragon	47,660	185,100
North East Coal Company	North East 1	3,940	175,200
West Virginia Coal & Coke Corp.	W. Va. 3	11,260	435,070
	Josephine 1 & 2	24,200	81,885
Total		35,460	516,955

Operating company	Mine name	Production	Capacity
Wyatt Coal Company	Wake Forest	29,680	62,500
	Wymar	47,890	314,870
Total		77,570	377,370
Grand Total		2,240,660	8,102,710

Total number of mines, 30.

Per cent of total capacity to all defendant and non-defendant companies' mines, 13.1%.

Office Asst. Gen. Supt. Transportation, Huntington, W. Va.

[fol. 1499] Chesapeake and Ohio Railway Company

Statement Showing Production, Year 1931, and Productive Capacity, in Net Tons, of All Active Mines of Companies Who Are Not Defendants

Operating companies	Mine name	Production	Capacity
New River District—High Volatile Mines:			
Gauley Mountain Coal Company	Ansted 1	116,350	133,490
	Ansted 2	96,820	134,720
	Rich Creek	51,530	126,380
Midvale Colliery Company	Midvale 1	40,790	94,860
	Midvale 2	2,200	15,450
Mill Creek Colliery Co.	Mill Creek	30,500	70,450
New Eagle Gas Coal Company	Vaughan	2,550	28,125
Signal Knob Coal Company	Signal Knob	43,210	60,870
Total		383,950	664,345
Kanawha District:			
Christian Colliery Company	Mahan	196,290	271,970
Elkhorn Piney Coal Mining Co.	Powellton 2	465,460	517,265
	Powellton 4	443,500	506,760
	Powellton 5	974,240	1,023,790
Eureka Coal Company	Eureka 3 & 4	84,010	102,280
Imperial Colliery Company	Imperial 3 & 5	305,800	411,515
Kingston-Pocahontas Coal Co.	Kingston	404,340	640,560
Milburn By-Products Coal Co.	Milburn	318,880	389,340
Riverton Coal Company	Riverton	39,090	84,975
Total		3,231,590	3,948,455
Coal River District:			
American Eagle Colliery Co.	Ameagle	369,620	548,780
American Rolling Mills Co.	Nellis	284,680	383,160
Bir-Mar Coal Company	Marsh Fork	48,200	93,625
Black Band Cons. Coal Co.	Reynolds	48,360	113,090
The Collieries Co.	Red Parrott 4	455,860	790,730
C. & O. Fuel Operations	Eunice	377,890	514,175
Courtney Coal Co.	Silush	24,520	35,425
Elkhorn Piney Coal Mining Co.	Wharton	465,820	548,780
Major Coal Company	Kirbyton	4,040	31,980
Raleigh Wyoming Coal Co.	Edwight 1 & 4	145,470	205,175
	Edwight 3	84,960	178,290
S. & G. Coal Company	Seng Creek	117,990	178,600
Spruce River Coal Co.	Spruce River 4	200,430	341,445
Total		2,627,840	3,963,255

Operating companies	Mine name	Production	Capacity
Logan District:			
Aracoma Fuel Company	Aracoma	72,060	122,980
Buffalo Chilton Coal Co	Buffalo Chilton	227,250	247,820
Buffalo Eagle Mines, Inc	Buffalo Eagle 2 & 3	197,600	260,795
Chafin Jones Heatherman Co	C J H 2	363,030	389,340
Croatan Coal Company	Lyburn	85,960	144,300
Georges Creek Coal Company	Hetzel	266,400	323,830
Guyan Eagle Coal Company	Guyan Eagle 1 & 3	539,490	571,650
Monitor Coal & Coke Co	Monitor 1	92,720	125,450
R J Parsons Coal Co	Parsons	21,130	57,165
Phico Coal Company	Phillips	40,900	67,200
Utilities Coal Company	Utilities 61	110,470	200,780
	Utilities 62	98,010	139,050
H T Wilson Coal Co	Wilson 1 & 3	165,040	310,800
Youngstown Mines Corp	Dehue	243,090	568,560
Total		2,523,150	3,529,720
[fol. 1500] Kentucky District:			
Autocrat Coal Company	Autocrat	58,060	156,970
Beaver Coal & Mining Co	Beaver	69,690	92,700
Big Run Coal & Clay Co	Big Run	26,300	34,915
Joseph Cain Coal Co	Valley 3	34,430	81,730
Carol Mining Company	Carol 1	40,500	94,860
Consolidation Coal Company	No. 154	321,900	574,740
	No. 204	647,800	889,920
	No. 206	883,630	1,175,745
Edgemont Fuel Company	Edgemont	45,180	61,180
Edgewater Coal Company	Henry Clay	248,340	451,760
Elkhorn Piney Coal Mining Co	Weeksbury	375,550	568,560
Elk Horn Block Coal Company	Elkhorn Block	34,280	59,950
Eureka Elk Horn Coal Co	Eureka	32,460	106,500
General Refractories Company	Hitchins	.....	30,800
Greenough Coal Company	Greenough	28,510	107,510
Inland Steel Company, Inc	Wheelwright	566,380	844,190
Jacks Creek Coal Company	Smallwood	109,350	113,090
Ligon Mining Company	Blue Beaver	48,200	141,830
Prestonsburg Coal Company	Alley	84,260	158,515
Royal Coal Company	Royal 1	21,420	75,085
Standard Elkhorn Coal Company	Standard	198,910	268,210
Superior Elkhorn Coal Co	Superior Elkhorn	63,140	76,940
United Elkhorn Coal Company	United 1	87,040	99,800
Utilities Elkhorn Coal Co	Utilities 5	98,190	120,610
	Utilities 6	250,070	305,290
Wright Elkhorn Coal Company	Dorton	34,380	69,215
Elswick Coal Company	Federal	.....	*6,160
Total		4,407,970	6,766,675
Recapitualtion:			
New River—High Volatile		383,950	664,345
Kanawha		3,231,590	3,948,455
Coal River		2,627,840	3,963,255
Logan		2,523,150	3,529,720
Kentucky		4,407,970	6,766,675
Grand Total		13,174,500	18,872,450

* Joint with C. C. & O. Rwy.

Total number of mines, 71.

Per cent of total capacity to all defendant and non-defendant companies' mines, 30.4%.

Office Asst. Gen. Supt. Transportation, Huntington, W. Va.

[fol. 1501] Chesapeake and Ohio Railway Company

Statement Showing Production During Last Year of Operation, in Net Tons, and Productive Capacity of All Inactive Mines of Companies Who Are Not Defendants

Operating company	Mine name	Production	Capacity
New River District—High Volatile			
Kanawha District:			
Champ & Hill Coal Co.	Mt. Morris	1,220	7,500
Coalfield Coal Company	Coalfield	3,850	31,330
Davlow Coal Mining Co.	Peerless	520	7,500
Deep Hollow Coal Company	Deep Hollow	350	7,500
East Bank Mining Company	East Bank	3,900	15,500
Eureka Coal Company	Eureka 1	940	8,250
Imperial Colliery Company	Imperial 1	22,170	35,000
Kingston Pocahontas Coal Co.	Westerly	193,310	321,360
Peerless Gas Coal Company	Lewiston	50	7,500
Sandberg Coal & Land Co.	Carkin	390	7,500
Wacomah Fuel Company	Wacomah 1	33,790	61,800
	Wacomah 2	53,180	115,260
	Wacomah 3	350	36,150
Wet Branch Coal Company	Wet Branch	4,290	132,560
Total		318,310	794,710
Coal River District:			
Bir-Mar Coal Company	Birch Fork	36,450	97,950
Black Band Cons. Coal Co.	Knickerbocker	5,390	17,500
The Collieries Company	Red Parrott 3	25,360	77,250
C. & O. Fuel Operations	Sarita	82,530	300,000
	Dorothy	27,070	121,130
Glenn Coal Company	Meadow Lick	21,330	86,880
Hemlock Coal Company	Henderson 1	16,200	61,800
Hender	Henderson 2	9,620	*
Jeffrey Coal Company	Monroe 1	34,650	93,940
Meister Coal Mining Co.	Meister	33,000	82,190
Orlandi Coal Company	Dartmont 3	1,150	29,685
Pond Coal Company	Bradley	3,300	7,500
Sharlow By-Products Coal Co.	Sharlow	1,700	30,900
Southern Coal Company	Darby	11,090	35,690
Spruce River Coal Company	Spruce River 3	30,430	69,215
	Spruce River 5	5,460	12,500
Total		344,930	1,124,110

(*) Henderson 1 and 2 consolidated.

Logan District:			
Agee Coal Company	Smithco 1 & 2	1,550	79,720
Black Eagle Coal Company	Draper Eagle	71,960	124,830
Chafin Jones Heatherman Co.	C J H 1	64,130	200,850
Guyan Collieries Corp.	Guyco 1	23,510	129,780
Hubball Guyan Coal Co.	Jones 2	200	15,450
Hubball Mining Company	Hubball 1	6,980	46,570
Jones Coal Company, W. M.	Jones 3	290	7,500
King By-Products Coal Co.	King Fuel 1	105,350	172,420
Litz Smith Coal Company	Smithco 3	7,010	55,590

Operating companies	Mine name	Production	Capacity
Logan Island Creek Coal Co.	Logan Island Ck.	60,730	135,000
Logan Mines, Inc.	Black Hawk	73,170	96,410
Monitor Coal & Coke Co.	Monitor 3	109,480	113,400
Paul Logan Coal Company	Smithco 6	7,800	61,800
Standard Island Ck. Coal Co.	Loma 2 & 3	192,580	228,190
Stone Branch Coal Co.	Smithco 5	8,760	65,510
Total		733,500	1,531,020
[fol. 1502] Kentucky District:			
Addis Elkhorn Coal Co.	Utilities 1	150	15,450
Barney Bros. Elkhorn Coal Co.	Stallard	1,430	7,500
Beaver Valley Coal Corp.	May	4,830	39,240
Bull Creek Coal Company	Bull Creek	14,500	46,200
By-Products Coal Company	By-Products 1	39,840	205,170
Corrigan McKinney Steel Co.	Greasy Creek	27,030	246,000
Corrigan McKinney Steel Co.	Wolf Pit	147,980	308,000
Consolidation Coal Company	Consolidation 151	105,140	265,000
	" 153	10,355	133,490
	" 155	232,800	413,440
	" 201	38,720	306,530
	" 205	46,430	75,705
	" 207	254,190	441,250
Cooley Bros.	Northern	3,690	7,500
Dick Elkhorn Coal Company	Smithco 9 & 10	60,910	69,300
Edgewater Coal Company	Big Branch	74,520	96,750
Edgewater Coal Company	Coaldale	127,490	646,800
Harold Coal & Coke Company	Harold	1,650	7,500
Hatcher Coal Co., James	Big Shoals No. 2	20,160	92,700
Kister Elkhorn Coal Company	Kiser	150	23,175
Low Ash Elkhorn Coal Company	Low Ash 1	26,150	78,485
	Low Ash 2	59,000	86,500
Melva Coal Company	Melva	1,400	15,400
Middle Creek Coal Company	Colonial No. 5	9,000	106,915
Peabody Coal Company	Peabody No. 28	129,660	364,310
Pivot Rock Coal Company	Osborne	18,280	43,260
Royalton Coal Company	D. B. Sublett	50	15,450
Samoset Fuel Corporation	Samoset	16,260	35,000
Smith & Walther Coal Co.	S & W	1,490	16,995
Stephens Elkhorn Coal Corp.	Stephens Branch	81,040	115,250
Utilities Elkhorn Coal Co.	Utilities 2	25,220	30,800
	Utilities 4	1,100	23,180
	Utilities 8	119,740	134,415
Total		1,700,355	4,512,660
Recapitulation:			
New River District—High Volatile		0	0
Kanawha		318,310	794,710
Coal River		344,930	1,124,110
Logan		733,500	1,531,020
Kentucky		1,700,355	4,512,660
Grand Total		3,097,095	7,962,500

Total number of mines, 78.

Per cent of total capacity to all defendant and non-defendant companies' mines, 12.8%.

Office Assistant Gen. Supt. Transportation, Huntington, W. Va.

[fol. 1503] DEFENDANTS' EXHIBIT No. 39

Statement Showing the Names and Location of Some of the Industries in Northern Ohio and Southern Michigan That Have Changed from Coal to Fuel Oil

Note

In the United States in 1921 there were 12,500 oil burning installations, and in 1931 there were 650,000.

Since 1927 oil burning installations have increased approximately 100,000 annually.

Name of company	Location	Annual tonnage of coal displaced	Fuel now used
Cook Spring Company, Ann Arbor, Mich.		2,000	Fuel Oil
Economy Baler Company, Ann Arbor, Mich.			
Charlevoix Water Works, Charlevoix, Mich.		1,000	Fuel Oil
Burgess Chemical Company, Benton Harbor, Mich.		500	Fuel Oil
American Can Company, Detroit, Mich.		1,500	Fuel Oil
Powers Roller Bearing Co., Detroit, Mich.		600	Fuel Oil
Detroit Steel Corporation, Detroit, Mich.		1,500	Fuel Oil
National Lead Company, Detroit, Mich.		1,000	Fuel Oil
Thompson Products Company, Detroit, Mich.		1,000	Fuel Oil
Dowagiac Light & Power Co., Dowagiac, Mich.		2,500	Fuel Oil
National Refining Company, Findlay, Ohio		15,000	Fuel Oil
City of Grand Haven, Grand Haven, Mich.		14,000	Fuel Oil
Checker Cab Company, Kalamazoo, Mich.		6,700	Fuel Oil
Federal Drop Forge Company, Lansing, Mich.		1,000	Fuel Oil
Dow Chemical Company, Midland, Mich.		225,000	Fuel Oil
American Enameled Products, Mount Pleasant, Mich.		2,500	Fuel Oil
Borden Company, Mount Pleasant, Mich.		2,500	Fuel Oil
Isabella Sugar Company, Mount Pleasant, Mich.		15,000	Fuel Oil
Stewart Hartshorn & Son, Muskegon, Mich.		1,000	Fuel Oil
Howe Chair Company, Muskegon, Mich.		2,500	Fuel Oil
Ovid Roller Mills, Ovid, Mich.		1,000	Fuel Oil
Reed City Dry Kiln Co., Reed City, Mich.		1,200	Fuel Oil
Solar Refining Company, Lima, Ohio		90,000	Fuel Oil
Libby Owens Ford Glass Co., Toledo, Ohio		60,000	Fuel Oil
Sun Oil Company, Toledo, Ohio		30,000	Fuel Oil
Gulf Refining Company, Toledo, Ohio		30,000	Fuel Oil
Crystal White Sugar Company, Alma, Mich.		10,000	Fuel Oil
Commonwealth Power Co., Milwaukee, Mich.		(1) 73,000	Fuel Oil
Total		592,000	

(1) Based on displacement of 200 tons daily at the present time, and changes now going on in plant will result in the displacement of 250,000 tons of coal annually.

[fol. 1504] DEFENDANTS' EXHIBIT No. 40

Witness: C. C. Dickinson

Report of the United States Coal Commission on the Effect of Irregular Operation on the Unit Cost of Production

September 12, 1923.

To the President and the Congress of the United States:

As one of the results of its engineering study of the "cost of production" of coal, the United States Coal Commission submits its conclusions on the effect of irregular operation on the "unit cost of production of bituminous coal."

Taking a month of 25 working days as full-time operation, it is found that when the mine works 16 days, 4 days per week, the cost per ton is increased 8 to 9 per cent over full-time operation; when working time is 12 days per month or

3 days per week, that is, half time, the unit cost is 21 to 25 per cent over full-time or minimum cost; and when but 8 days per month or 2 days per week are worked, costs increase 48 per cent. Four days per month or 1 day per week of operation raises costs 104 to 120 per cent over the minimum. If but one day is worked per month, the increase is 474 to 549 per cent over full-time operating costs.

These figures are based on the detailed reports submitted by operators to the Federal Trade Commission for 1918 and to the Coal Commission for 1921.

The following table gives the increase in cost of production for each day the mine is idle, expressed as percentages over the cost when the mine is worked 25 days per month.

TABLE 1—Increase in the Cost of Production for Each Day of Idleness

Days worked	Percentage of full time	Percentage of increase in cost production		
		1918		1921
		266 mines	117 mines	119 mines
25	100	0	0	0
24	96	1	1	1
23	92	2	2	2
22	88	3	3	3
21	84	4	4	4
20	80	5	5	5
19	76	7	8	6
18	72	8	9	8
17	68	10	10	9
16	64	12	12	11
15	60	14	15	13
14	56	17	18	16
13	52	19	21	18
12	48	23	25	21
11	44	27	29	25
10	40	31	34	30
9	36	37	40	35
8	32	45	48	42
7	28	54	58	51
6	24	67	72	63
5	20	84	90	79
4	16	111	120	104
3	12	155	167	145
2	8	243	263	227
1	4	507	549	474

[fol. 1505] DEFENDANTS' EXHIBIT 41

This contract, made this — day of ——, 1929, by and between Landstreet Downey Coal Company, a corporation organized and existing under the laws of the State of West Virginia, hereinafter referred to as "the Landstreet Company," and General Coal Company, a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as "the General Company," witnesseth: Whereas the Landstreet Company is engaged, among other things, in the mining of coal and desires to increase the sale of its coal; and

Whereas the General Company is engaged, among other things, in selling coal, and desires to sell the coal of the Landstreet Company;

Now, therefore, it is hereby agreed between the Landstreet Company and the General Company as follows, to-wit:

First. The Landstreet Company hereby constitutes and appoints the General Company to be the sole and exclusive selling agent for the total production of coal mined by the Landstreet Company at its mines situated at Delbarton, Mingo County, West Virginia, except such coal as it may use in the operation of its said mine, or which it may furnish or sell to its employees for their own use, for the term hereinafter set forth, and the General Company hereby accepts the said appointment and agrees to act as Sales Agent, aforesaid, for the Landstreet Company and to render to it good and honest service as such agent.

Second. That all coal loaded and shipped at the works or mines of the Landstreet Company shall, according to the best knowledge, skill, judgment and practices of the trade, be cleanly loaded in cars in merchantable form and manner, and the Landstreet Company hereby requests and authorizes the General Company to represent and warrant to all prospective purchasers and to the trade generally, that said coal will be loaded as aforesaid; and the Land- [fol. 1506] street Company hereby covenants and agrees to indemnify and keep said General Company harmless from any and all losses, damages, set-offs, discounts, deductions, and credits suffered or sustained by reason of its negligence in preparing or shipping said coal and hereby authorizes the said General Company to deduct any or all of such losses, damages, set-offs, discounts, deductions or credits suffered or sustained from any payments due or to become due the said Landstreet Company under this agreement. The Landstreet Company reserves the right to inspect any coal on which such deductions are claimed.

Third. The Landstreet Company reserves the right to, and will, from time to time, determine the prices and terms of sale at which and on which coal is to be sold by the General Company and the General Company agrees to be governed thereby, and the Landstreet Company shall not during

the term of this agreement sell or otherwise dispose of any part of the product of its said mines except by and thru the General Company as Agent aforesaid, and will turn over to the General Company all inquiries and orders for coal and otherwise cooperate in every manner possible for the advantageous sale of its production. It is further understood that the General Company shall not make any contract for the sale of coal of the Landstreet Company, shipments on which are to extend over a period of more than thirty (30) days, without the approval of the Landstreet Company. If the General Company is unable to furnish sufficient orders at prices satisfactory to the Landstreet Company to keep said mines running full time, the Landstreet Company reserves the right to sell such excess production which the General Company is unable to sell, and the General Company shall not be entitled to any commission on such sales; provided, however, that the Landstreet Company shall not sell at a lower price or on better terms than the General Company is permitted to quote.

Fourth. The Landstreet Company agrees to furnish for sales and shipment under this contract the output of their [fol. 1507] mines located at Delbarton, Mingo County, West Virginia, estimated at 35,000 tons of coal per month; provided that in case of strikes, lockouts, car shortage, or other causes which are beyond the control of the Landstreet Company, and which cause a suspension, or partial suspension, of its mining operations, the Landstreet Company shall have the right to suspend shipments, either wholly or partially, in proportion to the suspension of its mining operations.

Fifth. The Landstreet Company shall each day furnish the General Company with complete detailed reports showing all railroad cars allocated by the railroads to its mine, and the Landstreet Company shall be guided by the instructions of the General Company in the shipment or disposal of such cars.

Sixth. After a sale is made, the General Company shall immediately transmit to the Landstreet Company specifications giving the grade sold, the prices at which the sale was made, the tonnage to be delivered, the time and manner of delivery, and consignee, destination and routing, and

the Landstreet Company hereby agrees to be governed in making shipments by such specifications received from the General Company.

Seventh. On all coal sold by the General Company and shipped by the Landstreet Company under this contract the General Company shall be entitled to a commission of Five Per Cent (5%) of the sales price, f. o. b. mines of the Landstreet Company, per ton of two thousand pounds; commission of the General Company in no instance, however, to be less than ten cents (10¢) per ton.

Eighth. The General Company shall be directly responsible to the Landstreet Company for all coal sold, as aforesaid, and shall pay to the Landstreet Company therefor in cash, New York exchange or other funds at par in Philadelphia, Pennsylvania, at the office of the Landstreet Company in Huntington, West Virginia, on or before the twentieth [fol. 1508] day of each calendar month for all coal shipped during the next preceding calendar month.

Ninth. It is mutually agreed that all coal shipped by the Landstreet Company shall be billed or invoiced to the General Company at the selling price f. o. b. cars at the mines, less the stipulated commission to the General Company.

Tenth. The term or period of time of this agreement shall be for a period of thirteen (13) months from March 1, 1929, and is to continue in effect from year to year thereafter, subject to cancellation after one year by either the Landstreet Company or the General Company, by giving to the other party sixty (60) days written notice of its intention to do so before the end of any yearly period. In the event of any cancellation of this contract, the Landstreet Company agrees to complete shipment on any contracts or orders taken for it by the General Company with its knowledge and consent, which call for shipment after the expiration of contract, and will pay the said General Company its regular commission on such shipments.

Eleventh. The Landstreet Company is obligated to ship during the month of March to the Norfolk & Western Railway Company a maximum of 5,000 tons of Nut and Slack, and to the Seaboard Air Line a maximum of 25,000 tons of 4" Resultant, during the months April to June, inclusive, as

well as on a few spot orders taken for it by its former Sales Agents. It is understood that said Landstreet Company will present to the General Company, as soon after March 1st as possible, a complete statement of all contracts and orders on hand for shipment after March 1, and the said General Company will not receive any commission on such shipments.

In witness whereof the parties hereto have caused the due execution of these presents by the hand of their proper officers and the affixing of their corporate seals duly attested by the hands of their respective Secretaries the day and year first above written.

Landstreet - Downey Coal Company, by —— ——, President. Attest: —— ——, Secretary. General Coal Company, by —— ——, President. Attest: —— ——, Secretary.

[fol. 1509] DEFENDANTS' EXHIBIT 42

Sales Agency Agreement

Memorandum of agreement, made and entered into this 2nd day of January, 1930, by and between Landstreet-Downey Coal Company, a corporation organized and existing under the laws of the State of West Virginia, hereinafter called the Operator, and The North American Coal Corporation, a corporation organized and existing under the laws of the State of Ohio, hereinafter called the Sales Agent, witnesseth:

Whereas the Operator is the owner of a certain coal mine known as its Landstreet-Downey mine located at Delbarton, Mingo County, West Virginia, on the Norfolk & Western Railroad; and

Whereas the Sales Agent is regularly engaged in the business of buying and selling coal;

Now, therefore, for and in consideration of the sum of One Dollar ($1.00) paid by each of the parties to the other, the receipt whereof is hereby confessed and acknowledged, and in further consideration of the mutual promises herein contained, it is hereby agreed between the parties hereto as follows:

1. The Operator hereby appoints and employs the Sales Agent as its exclusive Sales Agent of the entire product of its said mine for the period commencing April 1, 1930, except as provided in paragraph "3" hereof. The Operator reserves from this Agreement, however, such coal from its [fol. 1510] own production as it may use in the operation of its said mine or which it may furnish or sell to its employees for their own use.

2. The Sales Agent agrees to act as said Sales Agent and use its best endeavors to secure the highest possible price for the Operator's coal, it being understood that, subject to the right of the Operator to shut down its said mine as hereinafter provided, the Sales Agent is to be permitted to meet all reasonable and legitimate competition, and is not to be unduly restricted as to the price at which it is permitted to sell coal; it being further understood that the Sales Agent shall make no sales, shipments on which will extend beyond thirty (30) days, except subject to, and with the approval of, the Operator as to price, tonnage, and the time and manner of delivery; and the Operator reserves the right, at any time, to shut down its said mine, if the prices which it, through this agreement, may be able to secure for the output thereof, are unsatisfactory to the Operator, and without liability to the Sales Agent for commissions on any tonnage so withheld from production; provided. however, that the Operator shall not shut down its said mine until it shall have completed any shipments which may be due on contracts which the Operator has theretofore approved, but the Operator may, under the conditions above staated, curtail its shipments insofar as such curtailment does not interfere with any shipments so due.

The Operator reserves the right to suspend shipments in the event of strikes, lockouts, car shortage, or other causes beyond its control, which cause a suspension, or partial suspension, of its mine operations. Suspension of such ship- [fol. 1511] ments to be in proportion to the suspension of its mining operations.

3. The Operator agrees to pay the Sales Agent a commission of five per cent. (5%) of the selling price f. o. b. mines on all coal shipped from said mine on orders furnished by the Sales Agent sold for $2.00 per net ton f. o. b.

mines, or more, and agrees to pay the Sales Agent a commission of ten cents (10¢) per net ton f. o. b. mines on all such coal sold for less than $2.00 per net ton f. o. b. mines. The Sales Agent shall also be entitled to such commission on any coal confiscated by a railroad company, or any Governmental Agency (the coal in all such cases to be billed by the Sales Agent), and likewise on any coal shipped outside of orders furnished by it, unless said coal is so shipped because of inability on the part of the Sales Agent to furnish sufficient orders at prices satisfactory to the Operator to keep said mine running full time, in which latter event the Sales Agent shall not be entitled to any commission on such outside shipments. Where the Operator shall exercise the right to sell any of the production of said mine which the Sales Agent is unable to sell, the Operator shall not sell at a lower price or upon better terms than the Sales Agent is permitted to quote.

4. The Operator is obligated under its present sales contract with General Coal Company to complete shipment of any contracts or orders taken for it by the General Coal Company prior to the expiration of the sales contract with that Company on March 31, 1930. It is understood that such contracts or orders will be completed by the Operator without paying to the Sales Agent any commission thereon. As soon after April 1, 1930 as is reasonably possible, the [fol. 1512] Operator will present to the Sales Agent a complete statement of such contracts and orders on hand for shipment after April 1st, 1930.

5. The Sales Agent shall make diligent effort to sell the entire tonnage covered by this contract and shall, as far as reasonably possible, sell direct to consumers and local dealers for retail distribution, it being understood, however, that the Sales Agent may make sales calling for shipments to the Lakes for the account of trans-shippers and others.

6. All coal shipped by the Operator under this Agreement shall be well prepared in accordance with good practice, shall be screened to such extent as may be directed by the Sales Agent, and shall be shipped in the kind of equipment indicated by the Sales Agent and as the screening equipment of the Operator will permit. All coal shall be paid for and settlements made on the basis of weights fur-

nished by the Operator, which weights shall be railroad scale weights at scale nearest to point of origin.

7. This Sales Agency Agreement shall be for the period ending March 31, 1931, and for yearly terms thereafter, but may be cancelled on March 31, 1931, or at the end of any year thereafter, upon sixty (60) days' notice in writing by either party to the other, provided that such cancellation shall not excuse the Operator from completing any shipments which may be due on contracts which the Operator has theretofore approved.

8. The Sales Agent shall have authority to make allowances and adjustments on account of poor preparation of coal, and for other causes within the control of the Operator, such allowances and adjustments to be deducted from [fol. 1513] the sale price of said coal before the Sales Agent's commission is computed and the amount paid the Operator is determined; provided, however, that in all such cases the Operator shall have an opportunity to investigate such claims and make its representations to the Sales Agent in regard thereto. In the event of litigation or arbitration, involving an act or ommission of the Operator, the Operator shall bear the expense of such litigation or arbitration, but, should the act or omission be on the part of the Sales Agent, the Sales Agent shall bear such expense. Should any difference arise between any purchaser and the Sales Agent concerning a matter not involving the act or omission of the Operator, the Sales Agent shall make settlement with the Operator on the basis of the full price at which the coal was originally sold.

9. All sales shall be made by the Sales Agent for the account of the Operator but shall be invoiced to the purchaser in the name of the Sales Agent and payment shall be made to the Sales Agent by the purchaser. A copy of each of such invoices shall be sent to the Operator at the time they are sent to the purchaser.

10. The Sales Agent guarantees payment of all accounts and agrees to pay the Operator, on on before the 25th day of the month, for all coal shipped during the previous calendar month, less commissions to which the Sales Agent is entitled; provided, however, that notwithstanding the Sales

Agent guarantees the payment of all accounts, the Sales Agent shall in no wise be held responsible for any loss or claims caused by any act or omission on the part of the Operator.

[fol. 1514] 11. The books of each party, so far as they have to do with the subject of this contract, shall, at all reasonable times, be open to the inspection of the other party; and the Sales Agent is hereby expressly authorized to call upon the Railway Company for any and all information pertaining to shipments from the Operator's said mining operations.

12. All disputes arising between the Operator and the Sales Agent under this agreement, which cannot be adjusted by negotiation between the parties, shall be referred for settlement to three disinterested, competent and experienced persons, versed in the coal trade, who shall be selected, and who shall make their award, in the following manner, to-wit:—Upon a disagreement occurring, either party may notify the other, in writing, that it elects to have the matter referred promptly to arbitration, and, within ten (10) days after receipt of such notification, each party shall select an arbitrator, and, in writing, notify the other of the person so chosen, and the two persons so chosen shall, within fifteen (15) days thereafter, choose a third person with like qualifications, and the three persons so chosen shall proceed forthwith to settle the question or questions at issue, and the decision of said three persons, or of any two of them, shall be reduced to writing and delivered to the parties hereto within thirty (30) days thereafter, and unless an appeal therefrom to a competent court shall be taken by either party within sixty (60) days after the receipt of the written copy of the award, such award shall be binding upon the parties hereto and shall be promptly complied with and carried out. In case of the death or disability of any arbitrator, his successor [fol. 1515] shall be chosen within five (5) days thereafter by the party appointing him, or, if he be the third arbitrator appointed, then by the two arbitrators already appointed and acting. In case of the refusal or failure of either party to this agreement to appoint an arbitrator within said ten (10) day period, or to appoint a successor to a deceased or disabled arbitrator within the prescribed

five (5) day period, or in case the two arbitrators appointed by the two parties hereto shall fail to agree within said fifteen (15) day period upon a third arbitrator, or within said five (5) day period upon a successor to said third arbitrator, such arbitrator shall, upon application of either of the parties hereto, be appointed by a Judge of the District Court of the United States for the Northern District of Ohio, Eastern Division. The arbitrators in rendering their award shall fix a reasonable amount for their compensation, and such amount, together with any other proper expense of the arbitration, shall be borne and paid equally by the parties hereto.

13. This agreement binds and inures to the benefit of the successors and assigns of either party hereto.

In witness whereof the parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized, and their corporate seals to be hereunto duly affixed, attested by their respective Secretaries, the day and year in this Agreement first above written.

Landstreet-Downey Coal Company, by —— ——, President. Attest: —— ——, Secretary. The North American Coal Corporation, by —— ——, President. Attest: —— ——, Secretary.

[fol. 1516] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER APPROVING STATEMENT OF EVIDENCE—Filed October 17, 1932

Pursuant to the stipulation of the parties in the above entitled action filed herein this 17th day of October, One thousand nine hundred and thirty-two, the statement of evidence in narrative form attached thereto is hereby approved as being a true, complete and properly prepared statement of the evidence received in the trial of this cause, and the said statement, the pleadings, papers and exhibits enumerated in the præcipe filed herein by Appalachian Coals, Incorporated, et al., the defendants, and the orders, motions, stipulations, and other proceedings in

this cause enumerated or mentioned in said præcipe, and this order, and the annexed stipulation, and acknowledgment of service of the citation on appeal, and hereby approved as constituting the evidence and proceedings in this cause material or pertinent to the appeal herein and they are hereby made a part of this record of the appeal.

Done at Richmond, Virginia, this 17th day of October, 1932.

John J. Parker, Elliott Northcott, Morris A. Soper, Circuit Judges Sitting in the District Court of the United States for the Western District of Virginia.

[fol. 1517] In United States District Court

[Title omitted]

Petition for Appeal—Filed October 17, 1932

To the Honorable Circuit Judges of the United States for the Fourth Judicial Circuit, sitting in the above-entitled cause, as a special statutory court for the Western District of Virginia:

Come now, Appalachian Coals, Incorporated, and the one hundred thirty-six corporate defendants, and the four individual defendants named in Paragraph I of the petition herein, being all of the defendants in the above entitled cause, by William J. Donovan, Esq., and Edward L. Greever, Esq., their solicitors herein, and feeling themselves jointly and severally aggrieved by the final decree of this Court entered on the 17th day of October, 1932 hereby pray that an appeal may be allowed to these defendants from the said final decree to the present term of the Supreme Court of the United States, and that a transcript of the record, proceedings and papers upon which such decree was made and entered, duly authenticated, may be transmitted forthwith to the Supreme Court of the United States, and in connection with this petition petitioners herewith present their joint and several assignment of errors.

Each and all of these petitioners further pray that an order of supersedeas may be entered herein pending the

final disposition of this cause and that by order of this [fol. 1518] Court the operation and effect of the injunctions granted herein shall be suspended during the pendency of this appeal and that the amount of security to be given by these petitioners may be fixed by an order of this Court.

Appalachian Coals, Incorporated, et al., by Edgar L. Greever, Solicitor. By William J. Donovan, Solicitor.

[fol. 1519] IN UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF VIRGINIA

In Equity. No. 1

UNITED STATES OF AMERICA, Petitioner,

against

APPALACHIAN COALS, INCORPORATED, et al., Defendants

ORDER ALLOWING APPEAL—Filed October 17, 1932

This cause coming on to be heard on the petition of all of the defendants herein, praying for an appeal to the Supreme Court of the United States from the decree of the District Court of the United States for the Western District of Virginia entered in the said cause on the 17th day of October, 1932, and for a supersedeas and a stay of all proceedings herein and a suspension of the injunction provided for in said decree, together with their respective assignment of errors, and after hearing counsel and after due consideration thereof, it is hereby

Ordered that an appeal to the Supreme Court of the United States from the final decree of this Court entered and filed herein on the 17th day of October, 1932, prayed for by the defendants in this cause, be and the same hereby is allowed; and it is further

Ordered that so much of the transcript of the record herein as is necessary or essential to a proper presentation thereof, be duly transmitted to said Supreme Court of the United States by the Clerk of this Court: and it is further

Ordered that a supersedeas and costs bond be filed by [fol. 1520] the above named defendants herein in the sum of

$500.00 as required by law, and that such bond shall be deemed on its approval sufficient security; and it is further

Ordered that upon the filing of said bond and its approval by the Court, this order shall operate as a supersedeas, and that the operation and effect of the injunctions provided for in said decree shall be suspended and all proceedings herein shall be stayed during the pendency of this appeal;

And the said defendants now presenting to the Court and filing a supersedeas and cost bond as above provided, and having moved the Court for the acceptance and approval of said bond, it is hereby

Ordered that said bond be and it hereby is approved and marked accordingly; and it is further

Ordered that said appeal operate as a supersedeas and that the operation and effect of these injunctions provided for in said decree shall be and they hereby are suspended and that all proceedings herein shall be and they hereby are stayed during the pendency of this appeal, provided, however, that this Court reserves jurisdiction to revoke said stay, suspension and supersedeas if said appeal be not docketed and the record be not filed in the Supreme Court for the October, 1932 term thereof.

Enter.

Done at Richmond, Virginia, this 17th day of October, 1932.

John J. Parker, Elliott Northcott, Morris A. Soper, United States Circuit Judges, Sitting in the District Court of the United States for the Western District of Virginia.

Copy of Order Allowing Appeal for adverse party lodged in Clerk's Office this 17th day of October, 1932.

C. E. Gentry, Clerk, by Claude M. Dean, Deputy Clerk.

[fol. 1521] In United States District Court

[Title omitted]

Assignment of Errors—Filed October 17, 1932

Come now the defendants, Appalachian Coals, Incorporated, and the one hundred thirty-six corporate defendants, and the four individual defendants named in Paragraph I

of the petition herein, by William J. Donovan, Esq. and Edgar L. Greever, Esq., their solicitors herein, and jointly and severally file the following Assignment of Errors severally committed by this Court, upon which they, and each of them, will rely upon the appeal from the Decree made by this Honorable Court in the above entitled cause, on the 17th day of October, 1932, and say that there is manifest error in the record of proceedings herein and in said Final Decree entered herein in the District Court of the United States for the Western District of Virginia, and prejudice to the defendants jointly and severally, and that the Court erred therein in the following particulars, to wit:

1. In refusing to dismiss the petition as against each and all of the defendants.

2. In considering and adjudging that Appalachian Coals, [fol. 1522] Incorporated, constitutes an unlawful combination in restraint of trade in violation of the Sherman Act. (26 Stat. 209.)

3. In considering and adjudging that the contracts entered into between Appalachian Coals, Incorporated, and the other defendants and between Appalachian Coals, Incorporated, and the subagents for the selling of coal were and are contrary to law and void.

4. In ordering, adjudging and decreeing that the defendants, their officers, agents and servants be restrained and enjoined from proceeding further under the charter of Appalachian Coals, Incorporated, or under the contracts entered into by said corporation with the defendants and that the defendants be directed to dissolve said corporation and to surrender its charter.

5. In holding as a matter of law that the contracts entered into between Appalachian Coals, Incorporated, and the other defendants and between Appalachian Coals, Incorporated, and the subagents for the selling of coal are *per se* unlawful and contrary to the Sherman Act.

6. In concluding as a matter of law that the plan of defendants constitutes a restraint of trade in violation of the Sherman Act.

7. In concluding as a matter of law that the exclusive selling agency representing the defendants constitutes an un-

lawful combination in restraint of trade forbidden by the Act.

[fol. 1523] 8. In concluding as a matter of law that the contracts between the producer-defendants and the selling agency, and between the selling agency and the sub-agents, are contrary to law and void.

9. In concluding as a matter of law that an injunction should issue restraining defendants from proceeding further with the operation of the selling agency or carrying out the contracts between it and the producers of coal, and between it and the sub-agents, and requiring that the charter of the selling agency be surrendered and its corporate existence dissolved.

10. In concluding, as a matter of law, that the mere fact that the selling of coal by defendant Appalachian Coals, Incorporated, will "affect market prices" is per se unlawful.

11. In failing to conclude, as a matter of law, that the sale of all the coal produced by the producers defendant by defendant Appalachian Coals, Incorporated, as agent, is not per se unlawful.

12. In failing to conclude, as a matter of law, that the plan for the sale of coal by defendant Appalachian Coals, Incorporated, even if market prices are affected thereby, does not constitute an unlawful restraint of trade.

13. In failing to conclude, as a matter of law, that the selling of coal by defendant Appalachian Coals, Incorporated, at the market price (which market price the court has found cannot be fixed by Appalachian Coals, Incorporated) does not constitute an unreasonable restraint of trade.

[fol. 1524] 14. In failing to conclude, as a matter of law, that the main purpose, to attain which, Appalachian Coals, Incorporated, was organized, are lawful and that the effect on the price of coal, if any, resulting therefrom, is incidental and, therefore, not unlawful.

15. In finding, as an ultimate fact in the case, that "the effect of the plan of defendants is to eliminate competition

among themselves and fix uniform prices at which their product shall be offered for sale upon the market." (General Findings of Fact, 53 Par. 2.)

16. In finding, as an ultimate fact in the case, "that defendants control a substantial part of the coal produced in the section in which they operate and a substantial part of the coal sold in the markets in which they sell." (General Findings of Fact, 53 Par. 3.)

17. In finding, as ultimate facts in the case "That the effect of the plan of defendants will be to eliminate free competition among a large group of producers of coal and substitute for same concerted action on their part in the offering of their product at uniform prices; and that, because they control so substantial a part of the coal sold in the United States, this elimination of competition and concerted action will affect market conditions, and have a tendency to stabilize prices and to raise prices to a higher level than would prevail under conditions of free competition." (General Findings of Fact, 53, Par 4.)

[fol. 1525] 18. In finding as ultimate facts in the case "That the sales of coal made by defendants are made almost altogether in interstate commerce; and their plan will affect to a substantial degree interstate commerce in coal" and so much of said finding as reads that "their plan will affect to a substantial degree interstate commerce in coal." (General Findings of Fact, Par. 5.)

19. In finding that "at present the Appalachian coal has almost a complete monopoly in western North Carolina". (Finding of Fact No. 35.)

20. In finding that "Reference is made in the testimony to competition inside the organization between various grades of coal. Bituminous coal is produced in various sizes and grades. Coals from different regions, and from different mines in the same region, vary in quality and characteristics. Appalachian Coals, Inc. would establish differentials in price between different grades and sizes of coal. (R. 426-427.) But it would fix a price for each grade of coal which would yield the maximum possible realization from the total amount of each grade of coal sold. These sales of various grades of coal at different prices, all

fixed by the same Selling Agent, would not constitute competition among defendant-producers. (R. 1568; P. 11.)" (Finding of Fact No. 48A.)

21. In finding that Appalachian Coals, Incorporated, has "the power * * * to control the price of 73% of the commercial production in Appalachian territory". (Finding of Fact, No. 48A.)

[fol. 1526] 22. In finding that "it was the expectation of the producers who formed Appalachian Coals, Inc., that shortly thereafter similar selling agencies would be organized in other producing districts controlling at least 70% of the bituminous coal respectively produced therein, and that these agencies would be organized in the districts producing coal which is competitive with Appalachian coal, and it was the particular purpose of the defendants in the Appalachian territory to secure such degree of control therein as would eliminate competition among the 73% of the commercial production." (Finding of Fact No. 24.)

23. In finding that "the evidence tends to show that other selling agents with a control of at least 70 per cent of the production in their respective districts will be organized if the petition in this case is dismissed". (Finding of Fact No. 24.)

24. In finding that "in many consuming markets having a lower freight rate from other producing districts than from Appalachian territory, Appalachian coal has a market competitive advantage over other coal because of its quality, lower cost of production or established marketing machinery, or a combination of these and other advantages." (Finding of Fact No. 27.)

25. In finding that "captive mines are mines owned by consumers of coal in connection with their individual business. The output of these mines is substantially non-productive with the coal of the defendants. The owners of [fol. 1527] captive mines do not ordinarily sell a large amount of their coal in competitive markets * * * these mines have not been purchased for the purpose of selling their output, and future needs of their owners constitute the primary consideration in their operation; and with a return to normal business conditions their output will not

be a material factor in the commercial market." (Finding of Fact No. 29.)

26. In finding that the production in 1929 of 2,701,596 tons of coal by Fordson Coal Company was primarily for use by the Ford Motor Company and that the production of 2,491,648 tons by United States Coal and Coke Company was doubtless primarily for its own consumption. (Finding of Fact No. 29.)

27. In finding that "Ohio during the same year shipped 750,581 tons to Michigan, of which about one-third was from Northern and two-thirds from Southern Ohio. Part of Ohio has the same freight rate to the Michigan peninsula as Appalachian territory, part of Ohio has a freight rate 25 cents less, and part a freight rate 50 cents less, but Ohio coal generally speaking is of poorer quality. (R. 178, 248, 255, 1055; P. 21; D. X 9; R. 625.)" (Finding of Fact No. 39.)

28. In finding that "The percentage of Appalachian coal consumed in the entire State of Ohio does not reflect the relative importance of that coal in the South Central [fol. 1528] and Western parts of the State where the freight rates from Appalachian territory are either lower than or equal to those from Western Pennsylvania. (D. X. 3, pp. 5, 8, 15, 17, 19; P. 21.)" (Finding of Fact No. 40.)

29. In failing to find that the organization of Appalachian Coals, Incorporated, is the conclusion of the considered efforts of a group of leaders in the coal industry to better the general deplorable conditions existing therein, that any improvement in said conditions will be in the public interest and that the promotion of private interests, if any, will be only incidental to such general improvement in said conditions.

30. In failing to find that the organization of Appalachian Coals, Incorporated, is the natural and normal development of the long established custom of selling coal through agencies, and that it does not differ materially from other sales agencies, many of which have been in operation in the coal industry for many years.

31. In failing to find that defendants do not and could not control the business, or any part of the business, in any market where their coal is sold.

32. In failing to find that Appalachian Coals, Incorporated, has no power to fix prices in any market.

33. In failing to find that the different grades (sizes) and qualities of coal produced by the defendant producers keenly compete with each other in all markets where [fol. 1529] they are sold, for the same uses, but at different market prices. (Vol. 5, p. 26.)

34. In failing to find that in all markets where defendants' coals are sold, including those markets where they have sold the largest percentages of the total coal sold in those markets, they meet keen competition from other producers of coal, from both the Appalachian and other coal producing regions, willing, anxious and able to supply all the coal needed in such markets.

35. In failing to find that in the markets in which coal will be sold by Appalachian Coals, Incorporated, the percentage of coal that has been sold in these markets by producers located in the Appalachian territory or in any other producing territory is not a true measure of competition in these markets in that it does not take into account actual and potential solicitation of business by producers of coal who do not sell large quantities of coal in these markets; and that in the markets in the States of Illinois, Indiana, Michigan and Ohio there is active and keen solicitation of business by producers located in Western Pennsylvania, Ohio, Indiana and Illinois and that this active and continuous solicitation of business furnishes keen competition to producers located in Appalachian territory even though this competition is not reflected in the dollar value of coal [fol. 1530] sold by producers located in those producing districts; and that in the States of Virginia, North Carolina, South Carolina and Georgia there is a similar situation with respect to coal from middle Tennessee, Alabama and the smokeless fields of West Virginia.

36. In failing to find that coals from the Appalachian region meet competition of other coals in every market in which they are sold; that in practically every principal consuming market coal must meet the competition of natural gas, hydro-electric power, and fuel oil. (Defendants' Exhibits Nos. 6A, 6B, 21, 22, 29, 30, 31, 37, 39; and R. 323,

324, 326, 598, 599, 807, 936, 948, 1194, 1227, 1228.) That generally not only coal but any other type of fuel is interchangeable, at some difference in cost, with certain minor exceptions, due to special uses, principally in the metallurgical business. (R. 1176, 1177.) That with certain minor exceptions, the use of any fuel, coal, gas, oil, or hydroelectric power, depends on the final cost per unit of product. (R. 1176, 1177). That there is active, substantial competition between coals from the Appalachian region and other coals for all of these purposes. (R. 1185, 1187, 1188.)

37. In failing to find that the prices at which coals are sold by Appalachian Coals, Inc. will be made by competitive prices in the consuming markets and in practice will be changing from hour to hour. (R. 647-650)

[fol. 1531] 38. In failing to find that there is and will be keen and active competition in all of the markets in which coals produced by members of Appalachian Coals, Inc., will be sold, including the states in which the mines of the defendant producers are located.

39. In failing to find that every consumer, wholesaler, retailer, dealer, jobber, selling agent or competitor in the Appalachian territory or in any other producing territory who appeared as a witness has testified that the operations of Appalachian Coals, Inc., will not be injurious to them or to the public.

40. In failing to find that in the organization and operation of Appalachian Coals, Inc., there was no intent or purpose to fix the price of coal in any market or to dominate or control the price of coal, or to raise the price thereof, and that the necessary effect will not be to restrain competition in the sale of coal in any market. The price at which Appalachian Coals, Inc., will sell its coal will be determined as a result of the operation of normal competitive forces in all markets. (R. 424, 429, 432-433, 773, 781, 454, 463, 815, 1006, 1007, 1031, 864-865, 870-871, 874-877, 900, 905-907, 939, 1234-1235.) A seller of distress coal quotes a very low price by reason of his distress and he quotes that price to a great many different people. The longer he is without a sale the longer he continues to quote that price, and in this way a very small tonnage of coal is offered to many people and becomes multiplied beyond

[fol. 1532] reason. This process has a tendency to depress the prices of all coal abnormally and is not a normal competitive method. (R. 448-449, 459.)

41. In failing to find that from the consumer located in the state of West Virginia who appeared in this proceeding as a witness on behalf of the government, it appeared that his requirements of coal could be met by non-defendant producers. (R. 198-200-202). From the consumer located in the state of Tennessee who appeared as a witness on behalf of the government it appeared that coal to meet his requirements could be obtained from non-defendant producers. (R. 236-237, 240, 242, 243.) From the consumer located in the State of North Carolina who appeared in this proceeding as a witness on behalf of the government it appeared that there has been installed at his plant the most modern equipment for the burning of coal perhaps in the United States, and certainly in the South and that as a matter of practice almost any kind of coal can be burned in his plant. (R. 1417, 206-207.)

42. In failing to find that the coal produced by captive mines located in the Appalachian territory is actually and potentially competitive with coal produced by the so-called commercial mines located in the Appalachian territory.

43. In failing to find that the freight rate on coal into South Central and Western parts of Ohio from producing [fols. 1533-1535] districts in the State of Ohio are generally lower than freight rates from the Appalachian territory and that into many parts of the state the freight rates from the Fairmont and Moundsville districts of Northern West Virginia are the same as the freight rates from the Appalachian territory and that coal can move down the Ohio River by barge from the Western Pennsylvania and some of the Ohio producing districts into Cincinnati and points in Kentucky and Ohio along the Ohio River at rates substantially less than existing freight rates.

44. In failing to find that the coals produced by defendant producers in the Appalachian territory are, as a practical matter, interchangeable with ample supplies of other coals, in all markets and for all uses.

Wherefore the defendants pray that the decree of the District Court of the United States, for the Western Dis-

trict of Virginia, entered herein on the 17*th* day of October, 1932, may be reversed and this case removed with directions to said court to enter a decree in favor of the defendants and dismiss the petition filed in this case, as prayed for in the answers of those defendants, and for such other and further relief as to the court may seem just and proper in the premises.

William L. Donovan, Edgar L. Greever, Solicitors for the Defendants. Horace R. Lamb, R. R. Irvine, B. P. McAllister, O. C. Doering, of Counsel.

[fols. 1536 & 1537] Bond on appeal for $500.00. Omitted in printing.

[fols. 1538 & 1539] Citation in usual form, showing service on John Lord O'Brian, October 17, 1932, omitted in printing.

[fol. 1540] In United States District Court

[Title omitted]

Præcipe for Record—Filed October 17, 1932

The Clerk of the United States District Court for the Western District of Virginia will please prepare the record in the above named and numbered cause and certify the same to the Supreme Court of the United States to the October Term, A. D., 1932, including in said record only the following:

1. Petition filed June 29th, 1932.
2. Joint and several answer of defendants Appalachian Coals, Incorporated and all other defendants.
3. Exhibit A to Answer—Plan of Organization of Appalachian Coals, Incorporated.
4. Exhibit B to Answer—The Regional Sales Agency Plan.
5. Expediting certificate filed.
6. Findings of Fact and Conclusions of Law.
7. Opinions, Parker and Soper, Circuit Judges, filed October 3, 1932.

8. Final Decree filed October 17, 1932.
9. Petition for appeal and order allowing same.
10. Assignment of Errors.
11. Statement disclosing the basis of jurisdiction of the Supreme Court.

[fol. 1541] 12. Praecipe for transcript of record.
13. Stipulation re Statement of Evidence.
14. Statement of evidence.
15. Government Exhibits Nos. 1 to 22, inclusive.
16. Defendants' Exhibits Nos. 1 to 42, inclusive.
17. Citation and service.

William J. Donovan, Edgar L. Greever, Solicitors for Defendants.

The within and foregoing Præcipe examined and approved this 14th day of October, 1932.

The foregoing Præcipe includes all portions of the record desired by the appellee, United States of America.

John Lord O'Brian, Solicitor for the United States of America.

[fols. 1542 & 1543] In United States District Court

[Title omitted]

Stipulation re Transcript of Record—Filed October 17, 1932

It is hereby stipulated and agreed by and between the parties hereto that the foregoing, consisting of all of the papers in defendants' praecipe and in the order of October 17th, 1932, signed by Honorable John J. Parker, Elliott Northcott and Morris A. Soper, Circuit Judges, sitting in the District Court of the United States for the Western District of Virginia, approving the statement of evidence, is a true transcript of the record of the said District Court in the above entitled matter as agreed on by the parties.

Dated October 17th, 1932.

Edgar L. Greever, William J. Donovan, Solicitors for Defendants. John Lord O'Brian, Solicitor for the United States of America.

[fol. 1544] Clerk's certificate to foregoing transcript omitted in printing.

[fol. 1545] SUPREME COURT OF THE UNITED STATES

Statement of Points on Which Appellants Intend to Rely and Parts of the Record Which Appellants Think Necessary for the Consideration Thereof Pursuant to Rule 13, Paragraph 9, of the Rules of the Supreme Court—Filed Nov. 12, 1932

The appellants, and each of them, by their solicitors state that they intend to reply on the points set out in their assignment of errors herein and that the entire transcript of the record, as certified to this Court by the Clerk of the United States District Court for the Western District of Virginia, is necessary for the consideration thereof. The printed record herein should consist of the entire record, as certified to this Court, excepting appellants' exhibits numbered 2, 3 and 9 and appellee's exhibits numbered 10, 11, 12 and 13, of which a sufficient number of copies have been furnished to the Clerk of the Supreme Court at the time of the docketing of the record in this Court.

Dated —— —, ——.

William J. Donovan, E. L. Greever, Horace R. Lamb, Solicitors for the Appellants.

To Hon. Charles Elmore Cropley, Clerk of the United States Supreme Court; Hon. John Lord O'Brian, The As-
[fols. 1546 & 1547] sistant to the Attorney General of the United States of America, Solicitor for the Appellee, Department of Justice, Washington, D. C.

The United States of America, appellee, by its Solicitor General, hereby states that there are no additional parts of the record which the appellee thinks material to the consideration of this appeal and hereby consents to a hearing thereof on the parts designated by the appellants.

Dated Washington, D. C., November 12, 1932.

Thomas D. Thacher, Solicitor General.

To Hon. Charles Elmore Cropley, Clerk of the United States Supreme Court.

[fol. 1548] [File endorsement omitted.]

[fols. 1549 & 1550] IN SUPREME COURT OF THE UNITED STATES

STIPULATION RE OMISSION OF APPELLANTS' EXHIBITS 2 AND 3—Filed Nov. 15, 1932

It is hereby stipulated by and between the parties to the above cause that appellants' exhibits numbered 2 and 3 shall not be printed by the Clerk of the Supreme Court, but that appellants shall furnish said Clerk with sufficient copies of said exhibits for distribution to the Chief Justice and each Justice of the Supreme Court and to the parties to said cause; and it is further stipulated that the Clerk of the Supreme Court print this stipulation as a part of the record in the above cause.

Thomas D. Thacher, Solicitor General. Horace R. Lamb, Counsel for Appellants.

Endorsed on cover: File No. 37,201. Western Virginia D. C. U. S. Term No. 504. Appalachian Coals, Incorporated, et al., appellants, vs. The United States of America. Filed November 10, 1932. File No. 37,201.